

**Installation of Meters and Metered Rate for Single Family Residences**  
**PROPOSITION 13 URBAN WATER CONSERVATION GRANT PROPOSAL**

**Prepared for:**  
**Southern Lower Desert Resource Conservation and Development Area**  
**[SLDRC&DA]**  
**and**  
***Southern California Water Company***  
***[SCWC – External Cooperator]***

**Prepared by:**  
***Southern California Water Company***  
**&**  
***Brown and Caldwell***  
**MARCH 1, 2002**

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**Consolidated Water Use Efficiency 2002 Proposal**  
**Proposal Part One:**  
**A. Project Information Form**

1. Applying for (select one):	<input checked="" type="checkbox"/> (a) Prop 13 Urban Water Conservation Capital Outlay Grant <input type="checkbox"/> (b) Prop 13 Agricultural Water Conservation Capital Outlay Feasibility Study Grant <input type="checkbox"/> (c) DWR Water Use Efficiency Project	
2. Principal applicant (Organization or affiliation):	Southern Low Desert Resource Conservation and Development Area	
3. Project Title:	Installation of Meters and Uniform Metered Rate for Single Family Residences	
4. Person authorized to sign and submit proposal:	Name, title	Tom Burgin, President
	Mailing address	Tom Burgin Real Estate 82-632 Hwy 111 Indio, CA 92201
	Telephone	760-347-4799
	Fax.	760-342-4088
	E-mail	trburgin@prodigy.net
5. Contact person (if different):	Name, title.	Perry Dahlstrom, District Manager Southern California Water Company
	Mailing address.	13608 Hitt Road Apple Valley, CA 92308
	Telephone	760-247-3391 Ext.700
	Fax.	760-247-3441
	E-mail	pldahlstrom@scwater.com
6. Funds requested (dollar amount):	\$728,520	
7. Applicant funds pledged (dollar amount):	\$0	
8. Total project costs (dollar amount):	\$836,305	
9. Estimated total quantifiable project benefits (dollar amount):	\$855,006	
Percentage of benefit to be accrued by applicant:	0%	
Percentage of benefit to be accrued by CALFED or others:	100%	

**Consolidated Water Use Efficiency 2002 Proposal**  
**Proposal Part One:**  
**A. Project Information Form (continued)**

10. Estimated annual amount of water to be saved (acre-feet): 378 Ac Ft/yr
- Estimated total amount of water to be saved (acre-feet): 7,261
- Over 20 years 7,261 Ac Ft
- Estimated benefits to be realized in terms of water quality, instream flow, other: Dry year increase, instream flows
11. Duration of project (month/year to month/year): October 2002 through December 2003
12. State Assembly District where the project is to be conducted: 80<sup>th</sup> District
13. State Senate District where the project is to be conducted: 37<sup>th</sup> District
14. Congressional district(s) where the project is to be conducted: 52<sup>nd</sup> District
15. County where the project is to be conducted: Imperial County
16. Date most recent Urban Water Management Plan submitted to the Department of Water Resources: \_\_\_\_\_
17. Type of applicant (select one):  
 Prop 13 Urban Grants and Prop 13 Agricultural Feasibility Study Grants:
- ☐ (a) city  
☐ (b) county  
☐ (c) city and county  
☐ (d) joint power authority  
☒ (e) other political subdivision of the State, including public water district  
☐ (f) incorporated mutual water company
- DWR WUE Projects: the above entities (a) through (f) or:
- ☐ (g) investor-owned utility  
☐ (h) non-profit organization  
☐ (i) tribe  
☐ (j) university  
☐ (k) state agency  
☐ (l) federal agency
18. Project focus:  
☐ (a) agricultural  
☒ (b) urban

**Consolidated Water Use Efficiency 2002 PSP**

**Proposal Part One:**

**A. Project Information Form (continued)**

19. Project type (select one):  
Prop 13 Urban Grant or Prop 13  
Agricultural Feasibility Study Grant  
capital outlay project related to:

☒ (a) implementation of Urban Best  
Management Practices

☐ (b) implementation of Agricultural Efficient  
Water Management Practices

☐ (c) implementation of Quantifiable  
Objectives (include QO number(s))

☐ (d) other (specify)

DWR WUE Project related to:

☐ (e) implementation of Urban Best  
Management Practices

☐ (f) implementation of Agricultural Efficient  
Water Management Practices

☐ (g) implementation of Quantifiable  
Objectives (include QO number(s))

☐ (h) innovative projects (initial  
investigation of new technologies,  
methodologies, approaches, or  
institutional frameworks)

☐ (i) research or pilot projects

☐ (j) education or public information  
programs

☐ (k) other (specify)

20. Do the actions in this proposal involve  
physical changes in land use, or  
potential future changes in land use?

☐ (a) yes

☒ (b) no

If yes, the applicant must complete the CALFED  
PSP Land Use Checklist found at  
[http://calfed.water.ca.gov/environmental\\_docs.ht  
ml](http://calfed.water.ca.gov/environmental_docs.html) and submit it with the proposal.

Insert Scan of Form B – Signature Page

## PROPOSAL PART TWO

### PROJECT SUMMARY

The project consists of metering single-family residential connections and applying metered rates in the Calipatria & Niland service areas of Southern California Water Company (SCWC). These connections are currently non-metered and are on flat rate billing. The intent of this project is to reduce water use by installing residential meters and then converting newly metered customers from a flat rate billing structure to a metered rate structure.

The Calipatria & Niland service area are located in Imperial County. Calipatria & Niland service areas serves approximately 1142 connections, of which approximately 1040 are single-family connections. Currently approximately 934 of the single-family connections are non-metered.

The objective of this project is to retrofit 934 non-metered accounts with 5/8-inch meters in two years, 20% in 2002, the remainder in 2003.

The project cost is estimated to be \$728,520 and the total proposed grant amount is \$728,520. This project can be considered scaleable but not separable as described in Section B.2 of this Proposal. It is expected that 36 percent of the average single-family customer water use will be conserved through the installation of meters resulting in an average water savings of 378 ac-ft/year, or 7,374 ac-ft over a 20 year period.

### A. SCOPE OF WORK: RELEVANCE AND IMPORTANCE

This section describes the nature, scope, and objectives of the project. It also includes a statement of critical local, regional, Bay-Delta, State and federal water issues and a description of how this project is consistent with local and regional water management plans and other resource management plans.

**A.1 Nature, scope, and objectives of the project.** This project consists of installing water meters on single-family connections and then implementing an already established, metered rate structure on the newly metered connections. The cost of the project primarily involves the purchase and installation of water meters and, where necessary, replacement of existing service lines. SCWC in Calipatria and Niland serves approximately 1142 connections, of which approximately 1040 are single-family connections. Currently approximately 934 of the single-family connections are non-metered. In this project 934 residential connections will be retrofitted with meters.

This project involves the implementation of urban water conservation best management practice (BMP) numbers 4 *Metering with Commodity Rates for all New Connections and Retrofit of Existing Connections* and 11 *Conservation Pricing* as defined by the California Urban Water Conservation Council (CUWCC). The unpredictable water supply and ever increasing demand on California's complex water resources have resulted in a coordinated effort by the California Department of Water Resources (DWR), water utilities, environmental organizations, and other interested groups to develop a list of urban BMPs for conserving water. This consensus-building effort resulted in the Memorandum of Understanding Regarding Urban Water Conservation in California (MOU), which

formalizes an agreement to implement these BMPs and makes a cooperative effort to reduce the consumption of California's water resources.

The objectives of this project is to significantly increase water use efficiency by installing water meters. It is widely recognized that billing customers based on metered water use is an effective means of encouraging water use efficiency. Meter retrofits is anticipated to result in 36 percent reduction in demand by retrofitted accounts. In addition, it is important to note that meters are instrumental to a number of conservation efforts because they provide information on use to customers (California Urban Water Conservation Council, 2000).

**A.2 Statement of Issues, Project Need, and Project Consistency.** The efficient use of California's limited water supplies is a critical local, regional, and statewide water issue.

Like many of the Imperial Valley communities in California, the utilities historically did not meter their single-family residential customers. Because of the relatively low cost of water, retrofitting meters has not been cost effective. Water rates for residential customers were based on a flat monthly rate for any quantity of water use. This flat rate system leads to a very high per capita water use as compared to metered communities in the vicinity. The SCWC Calipatria & Niland service areas utilize surface water from the lower Colorado River as its water supply. This water supply resource is limited and as a result its efficient use is critical to the ongoing availability of water locally, regionally and statewide.

With few exceptions, Colorado River water is the only water source for the region. Because of this, water management and associated conservation activities have a direct impact on the quality and quantity of the Area's surface waters. The water conserved through the implementation of this project will allow additional water to be available in the Colorado, in turn helping to reduce the ever-increasing draw on Bay-Delta resources. SCWC's conservation efforts are an important part of a long-term, comprehensive effort to reduce pressure on both the Colorado and Bay-Delta systems to meet regional and statewide water needs. One of the fundamental objectives of the CALFED Bay-Delta program is to reduce the mismatch between state water supplies and current projected beneficial uses dependent on this supply system. Water use efficiency projects are one of the cornerstone strategies the CALFED Bay-Delta program is deploying to achieve this objective. Installation of meters on currently non-metered residences will reduce the demand for a significant urban end-use of Colorado & Bay-Delta water supplies.



## **B. SCOPE OF WORK: TECHNICAL/SCIENTIFIC MERIT, FEASIBILITY, MONITORING AND ASSESSMENT**

This section describes the methods, procedures and facilities associated with the project. A task list and schedule and quarterly expenditure of the project are also included in this section.

**B.1 Methods, Procedures, and Facilities.** SCWC will use its standard engineering, construction, and rate structure methods to implement this project. Standard purchasing and contracting procedures will be used to purchase meters in bulk and a general contractor will be used for meter installation as defined in the project specifications in Appendix I. This project does not require the purchase of land or easements. All planning, design and engineering is being performed by SCWC. Where required, SCWC will acquire encroachment permits. The SCWC metered rate structure CN-1 has been approved by the California Public Utilities Commission in the rate-making decision process.

SCWC has developed project control procedures to ensure that this project will be fully implemented in accordance with the project budget and schedule. SCWC will purchase meters and hire a contractor to perform the meter installation. The contractor reports to a SCWC inspector throughout the project. The contractor receives a map with the location of services to be metered. Ten days prior to meter installation, SCWC will distribute notices of the meter installation to affected residences in their respective service areas. Three to four days prior to installation, the contractor walks from door to door notifying the customers of the installation. If a customer is not home, the contractor will leave a notice at the door.

Throughout the period of meter installation, the inspector will check on the contractor two times per day. Each quarter SCWC will provide a progress report summarizing the number of meters installed by the contractor to the Southern Low Desert Resource Conservation and Development Area(SLDRC&DA).

**B.2 Task List and Schedule.** The tasks for implementation of this project and the project schedule are described below. The schedule includes deliverable items, due dates, and projected costs for each task. Although this project can be considered scaleable, tasks are not considered separable. Table B-1 presents a quarterly expenditure projection.

### Tasks

1. Finalize Contract Documents (Project design/specifications).
2. Encroachment Permits-SCWC will have to apply for encroachment permits from The City of Calipatria or Imperial County.
3. Competitive Bid – lowest acceptable bid.
4. Purchase and Install Meters – meters will be purchased in bulk.
5. Prepare Interim Installation Progress Reports – These reports will be status reports summarizing progress of meter installation of actual meters installed compared to project goal. These reports will be prepared on a monthly basis. These reports will aid in project control.
6. Implement Metered Billing.
7. Prepare Monitoring and Assessment Report – This report will be written following the end of the project. It will include a summary of installations, data analysis of a control group of

currently metered connections compared to newly metered installations and their resulting water use and water savings.

**TABLE B-1. QUARTERLY EXPENDITURE PROJECTION**

Quarter	Months	Expenditure
<u>2002</u>		
4	October-December	\$145,704
<u>2003</u>		
1	January-March	\$145,704
2	April-June	\$145,704
3	July-September	\$147,704
4	October-December	\$145,704
Total		\$728,520

**B.3 Monitoring and Assessment.** A list of project-specific performance measures that will be used to assess project success in relation to its goals is as follows:

- Monthly Installation Progress Reports will be prepared. These monthly status reports will be prepared during meter installation months summarizing progress of meter installation of actual meters installed compared to project goal. These interim reports will be used to document the progress of the project and determine if the project is on schedule. These reports will aid in project control.
- Project performance and success in relation to its water savings goal will be measured by comparing estimated average water use of non-metered residential customers prior to meter installation, to average water use of newly metered residential customers after meters have been installed. A Monitoring and Assessment Report will be prepared following the project. SCWC will prepare a separate report that will establish a control group of currently metered single-family water users in the Calipatria & Niland service areas to compare to newly metered account water use on a metered water rate in same area, respectively. The assessment will also compare water use readings from metered connections with average water use of non-metered connections. Further analysis in this report will compare water use within the Calipatria & Niland service areas to other local area water agencies single-family water use.

The Interim Installation Progress Reports and the Monitoring and Assessment Report will be made available to the public at the SCWC Calipatria office. The reports will also be sent to the SLDRC&DA office in Indio.

**B.4 Preliminary Plans and Specifications and Certification Statements.** Preliminary plans and specifications are shown in Appendix I.

## C QUALIFICATIONS OF THE APPLICANTS AND COOPERATORS

The qualifications for the project manager and cooperators to be involved in this project are discussed in this section.

**C.1 Resumes.** Statement of qualifications for SLDRC&DA is in Appendix I. Project managers responsible for the metering program on behalf of SLDRC&DA will be William McDonald, P.E., Engineering and Planning Manager, Region III, and Perry Dahlstrom, District Manager, Mountain Desert Region III, for SCWC. Their resumes are included in Appendix II.

**C.2 External Cooperators.** Statement of qualifications for the Southern California Water Company, which is a subsidiary of American States Water Company, is attached in Appendix II. The contractor receiving the bid award that will be installing the meters will be selected per SCWC company standards.

## D BENEFITS AND COSTS

This section includes a breakdown and justification of the project budget and cost sharing information. Also described and analyzed are the benefits and costs of this project.

**D.1 Budget Breakdown and Justification.** Table D-1 presents a detailed estimated budget that includes relevant line items for capital outlay project proposals and justification of each line item. This table also indicates the amount of cost sharing for each element.

### D-1. Detailed Budget – Capital Outlay Project Proposal

Material (Including Tax)	
Meter	\$48
Meter Box	\$42
Service Line	\$22
Brass Fittings	\$64
	<hr/>
	\$175
Labor (Contract)	\$300
Pavement Restoration	\$100
Encroachment Permit	\$5
Direct SCWC Labor	\$20
Subtotal	\$600
13% Overhead	\$78
Subtotal	\$678
15% Contingency	\$102
TOTAL	\$780

**D.2 Cost Sharing.** The SLDRC&DA has elected no cost sharing under the Proposition 13 Urban Water Conservation Program. There are no additional funding commitments or cost sharing agreements for this project.

**D.3 Benefit Summary and Breakdown.** There are multiple expected beneficial outcomes of this project and physical changes will occur as a result. The value of those outcomes and physical changes are both quantifiable and non-quantifiable. The quantifiable values of physical changes that will occur as a result of this project and the beneficiary of each benefit are listed in Table D-2. Project outcomes and benefits will be shared among the project's beneficiaries and may directly or indirectly contribute to CALFED goals.

**Table D-2. Quantifiable Physical Changes, Expected Benefits, and Beneficiaries**

Physical change	Expected benefit	Beneficiary
Decreased diversions from Imperial Irrigation District	9% water savings (7,374ac-ft/year)	Imperial Irrigation District/Customer
SCWC will save money on avoided costs of energy, treatment and purchased water costs.	\$86/acre-foot	SCWC customers

Non-Quantifiable project outcomes and benefits are listed and described in Table D-3. It is indicated how each non-quantified outcome or benefit will be shared among the project beneficiaries. The non-quantified outcomes expected to directly or indirectly contribute to CALFED goals are also identified and delineated.

**Table D-3. Non-quantifiable Outcomes**

Physical change	Expected benefit	Beneficiary
Decreased diversions from Colorado River by IID.	<ul style="list-style-type: none"> <li>Improve aquatic and terrestrial habitat in the Colorado River</li> <li>Provides increased water supply reliability to water users while at the same time assuring the availability of sufficient water to meet restoration recovery needs.</li> </ul>	CALFED Goal/IID/ Customer
Less water pumped into the distribution system	<ul style="list-style-type: none"> <li>Energy savings</li> <li>Decrease wastewater production</li> <li>Reduction of flow too the Salton Sea</li> </ul>	IID/SCWC/ customer/ SLDRC&DA/ Calipatria Sanitation District
Customers consume less water	<ul style="list-style-type: none"> <li>Incremental cost savings based on metered rate structure</li> </ul>	Customer

**D-4. Assessments of Costs and Benefits.** This section includes an assessment that summarizes the costs and benefits of the proposed project. The major analysis assumptions are listed and explained. This section also shows the present value of the quantified costs and benefits to the applicant, CALFED, and other parties affected by the project and summarizes non-quantified costs and benefits to the applicant, CALFED, and other parties affected by the project.

This project is locally cost effective to SCWC. Based on the simplified benefit-cost ratio assessment in Table D-4, using project benefits and costs, the project has a benefit to cost ratio of 1.02. Since this number is greater than one, it indicates an economically justifiable project.

Below is a list and explanation of all major analysis quantifiable benefits/costs assumptions and methodologies.

<b>BMP 4 – Metering With Commodity Rates for all New Connections and Retrofit of Existing Connections</b>
<b>Description:</b> Install water meters at connections that serve single-family residences.
<p><b>Assumptions:</b></p> <ol style="list-style-type: none"> <li>Twenty percent of the meters will be installed in 2002 and eighty percent will be installed in 2003.</li> <li>Single-family water usage = 1004 gpd. <i>From analysis of current usage by non-metered residential water usage in Calipatria and Niland</i></li> <li>Metering will reduce residential water usage by 36%. An analysis of water usage patterns in Calipatria and Niland shows that non-metered residential customers use an average of 425 CCF per year while metered residential customers use an average of 124 CCF per year, a 72% decrease. This savings is somewhat exaggerated since the current rate structure favors low water users to be on the metered rate and large water users to be on the non-metered rate. Actual savings are estimated to be one-half of this or 36%. This will reduce average residential water consumption to 272 CCF per residence per year, which is comparable to water usage for other SCWC metered areas.</li> <li>Meters installations cost an average of \$780 each, including meters, overhead and a 15% contingency. <i>See budget in Table D-1</i></li> <li>It will cost an average of \$18/year to read and maintain one meter. <i>We based this cost estimate on information obtained during a meter study for the City of Fresno (Brown and Caldwell, 1992). We also incorporated information provided by SCWC.</i></li> <li>The lifespan of water meters is 15 to 20 years, depending on meter size. Meter replacement is not considered in this analysis because it will occur at the end of the study period. <i>Public Utilities Commission Order 103 gives a 20 year life span for smaller than one-inch meters and 15 years for one-inch meters. This analysis does not include replacement of meters. It is assumed meters being installed are smaller than one-inch. SCWC assumes a 15 year meter life for its smaller than one-inch meters.</i></li> </ol>

An economic analysis of this project, based on the assumptions listed above is shown in Table D-4. The present values of the quantified costs and benefits for each project beneficiary, and CALFED are quantified in Table D-5. A summary of the non-quantified costs and benefits to each project beneficiary, and CALFED are summarized in Table D-6.

Insert PDF Table D-4

Table D-5. Summary of Quantifiable Costs and Benefits

	Cost*	Benefits	
		Water, AF	Water \$ *
Southern California Water Company	\$180,144	7280	\$348,486
Imperial Irrigation District		7280	\$506,560
CalFed	\$656,161	7280	\$1,013,041

\* Present value of 20 Year Cost Stream, 2001 Dollars, 6% Discount Rate

SCWC Savings

Purchased Water	\$15	/AF
Energy	\$29	/AF
Treatment Expense	\$43	/AF
	<u>\$86</u>	/AF

IID Savings

Value of Water that may be Transferred	\$125	/AF
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CalFed Savings

Value of Conserved Water	\$250	/AF
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**Table D-6. Summary of Non-quantifiable Costs and Benefits**

	Non-quantified costs	Non-quantified benefits
IID	None	<ul style="list-style-type: none"><li>• Increased water supply reliability</li><li>• Frees up water for other use, including transfers to SDCWA</li></ul>
CALFED	None	<ul style="list-style-type: none"><li>• Reduces Southern California's reliance on water from the Sacramento/San Joaquin River Delta.</li></ul>
Customer	None	<ul style="list-style-type: none"><li>• Incremental cost savings based on metered rate structure</li><li>• Increased water supply reliability</li></ul>
Energy provider	None	<ul style="list-style-type: none"><li>• Energy savings as a result of less water pumped into the system.</li></ul>
City of Calipatria Sanitation District	None	<ul style="list-style-type: none"><li>• Decreased wastewater production</li></ul>
Colorado River Ecosystem	None	<ul style="list-style-type: none"><li>• Improved aquatic and terrestrial habitat in Colorado River</li><li>• More water available to meet restoration recovery needs</li></ul>
Salton Sea Ecosystem	None	<ul style="list-style-type: none"><li>• Reduce Urban inflow in to the Salton Sea.</li></ul>



## **E. OUTREACH, COMMUNITY INVOLVEMENT AND ACCEPTANCE**

**E-1. Project Coordination.** This project is in line with the California Urban Water Conservation Council's Memorandum of Understanding regarding water conservation. It is also in line with SLDRC&DA goals and objectives

Public information is an ongoing component of the SCWC and SLDRC&DA's water conservation programs.

In addition to the ongoing water conservation public education program, 10 days prior to meter installation, SCWC will distribute notices for notification of meter installation. Three to four days prior to installation, the contractor walks from door to door notifying the customers of the installation. If a customer is not home, the contractor will leave a notice at the door. If homeowners are having a problem with the meter installation, the contractor will speak with them to discuss a resolution. If the problems is not resolved, the customer is directed to speak to the Project Manager. Customers will be notified and educated about this program through mail notices and through public information meetings. Public meetings will be held at regularly scheduled with the community members concerning change over from flat to metered rates.

Third party impacts include temporary inconvenience too local residents due to meter installation. Meter installations will take no longer than four to five hours per meter. Some meter installations will require encroachment upon residents' sidewalks, driveways, or front yard lawn.

A contractor will be selected through competitive bidding for lowest qualified bid to perform the actual installations of the meters.


**Consolidated Water Use Efficiency 2002 PSP  
Proposal Part One  
B. Signature Page**

By signing below, the official declares the following:

The truthfulness of all representations in the proposal;

The individual signing the form is authorized to submit the proposal on behalf of the applicant; and

The individual signing the form read and understood the conflict of interest and confidentiality section and waives any and all rights to privacy and confidentiality of the proposal on behalf of the applicant.

  
Signature

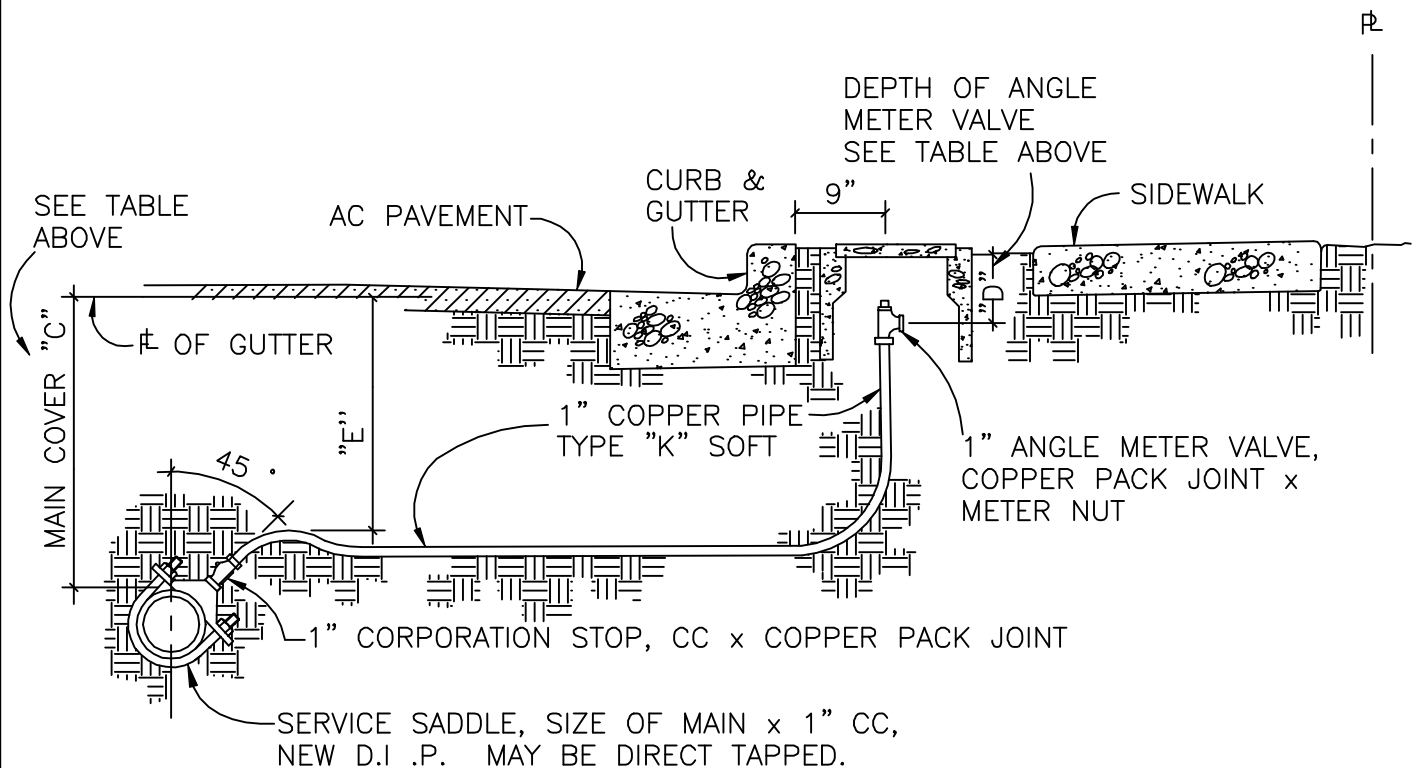
Thomas Burgin, P.E.  
Name and title

2-28-02  
Date

Calipatria-Niland Customer Service Area  
Table D-4 Economic Analysis Worksheets  
BMP 4  
Retail Metering

Year	Water Saving Calculations				Benefits				Costs					Net Present Value
	Percent of Meters Installed	Number of Meters Installed per year	Incremental Water Savings (AF/Yr)	Cumulative Water Savings (AF/Yr)	Value of Conserved Water	Avoided Variable Costs	Total Undiscounted Benefits	Total Discounted Benefits	Capital Costs	Financial Incentives	Operating Expenses	Total Undiscounted Costs	Total Discounted Costs	
2002	20%	187	76	76	\$9,454	\$6,505	\$15,959	\$15,055	\$145,704	\$0	\$3,362	\$149,066	\$140,629	-\$125,573
2003	80%	747	303	378	\$47,271	\$32,523	\$79,794	\$71,016	\$582,816	\$0	\$16,812	\$599,628	\$533,667	-\$462,651
2004	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$66,996	\$0	\$0	\$16,812	\$16,812	\$14,116	\$52,881
2005	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$63,204	\$0	\$0	\$16,812	\$16,812	\$13,317	\$49,887
2006	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$59,627	\$0	\$0	\$16,812	\$16,812	\$12,563	\$47,064
2007	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$56,251	\$0	\$0	\$16,812	\$16,812	\$11,852	\$44,400
2008	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$53,067	\$0	\$0	\$16,812	\$16,812	\$11,181	\$41,886
2009	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$50,064	\$0	\$0	\$16,812	\$16,812	\$10,548	\$39,516
2010	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$47,230	\$0	\$0	\$16,812	\$16,812	\$9,951	\$37,279
2011	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$44,556	\$0	\$0	\$16,812	\$16,812	\$9,388	\$35,169
2012	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$42,034	\$0	\$0	\$16,812	\$16,812	\$8,856	\$33,178
2013	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$39,655	\$0	\$0	\$16,812	\$16,812	\$8,355	\$31,300
2014	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$37,410	\$0	\$0	\$16,812	\$16,812	\$7,882	\$29,528
2015	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$35,293	\$0	\$0	\$16,812	\$16,812	\$7,436	\$27,857
2016	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$33,295	\$0	\$0	\$16,812	\$16,812	\$7,015	\$26,280
2017	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$31,411	\$0	\$0	\$16,812	\$16,812	\$6,618	\$24,793
2018	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$29,633	\$0	\$0	\$16,812	\$16,812	\$6,243	\$23,389
2019	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$27,955	\$0	\$0	\$16,812	\$16,812	\$5,890	\$22,065
2020	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$26,373	\$0	\$0	\$16,812	\$16,812	\$5,557	\$20,816
2021	0%	0	0	378	\$47,271	\$32,523	\$79,794	\$24,880	\$0	\$0	\$16,812	\$16,812	\$5,242	\$19,638
<b>Totals:</b>	100%	934	378	7261	\$907,607	\$624,433	\$1,532,040	\$855,006	\$728,520	\$0	\$322,790	\$1,051,310	\$836,305	\$18,702
					Value of Conserved Water (\$/AF) =	\$125	Benefit Cost Ratio:							1.02
					Treatment and Supply Costs (\$/AF) =	\$86								
					Discount Rate =	6.00%								
					Single-family water usage (gpd/unit) =	1004	Simple Pay-Back Period (years):							18.6
					Water savings =	36%	Discounted Cost / Water Saved (\$/AF):							\$115
					Conservation Measure Unit Cost (\$) =	\$780	NPV / Water Saved (\$/AF):							\$3
					Cost to read and maintain one meter (\$/Year) =	\$18								
					Number of unmetered accounts as of 2001 =	934								

DISTRICT	COVER "C" (MINIMUM)	DEPTH "D" (MINIMUM)	DEPTH "E" (MINIMUM)
WRIGHTWOOD	42"	30"	36"
ALL OTHERS	36"	9"	30"



NOTES:

1. WHEN SIDEWALK & CURB ABUT, PLACE THE METER BEYOND SIDEWALK. NO METERS SHALL BE INSTALLED BEYOND LIMITS OF PUBLIC RIGHT OF WAY WITHOUT EASEMENTS.
2. 12" MINIMUM SPACING BETWEEN SERVICE TAPS.
3. SNAKE THE PIPE INTO THE TRENCH WITH ENOUGH SLACK TO ALLOW AT LEAST ONE FOOT OF THERMAL CONTRACTION PER 100 FEET OF LENGTH.
4. NO JOINTS SHALL BE PERMITTED.
5. NEW D.I.P. MAY BE DIRECT TAPPED
6. FOR 5/8" x 3/4" METER, USE AN A24 ADAPTER.
7. FOR 3/4" x 3/4" METER, USE AN A34 ADAPTER.

FOR VENTURA COUNTY ONLY:

8. SERVICES SHALL BE INSTALLED A MINIMUM OF 5 FEET FROM ALL SEWER LATERALS.

SOUTHERN CALIFORNIA WATER COMPANY

DRAWN BY: JEFF BERG DATE: 8/96

REVISED: \_\_\_\_\_

1" COPPER SERVICE

STANDARD DRAWING NO. 4.1

## Schedule CN-1

Calipatria-Niland District

GENERAL METERED SERVICEAPPLICABILITY

Applicable to all metered water service.

TERRITORY

City of Calipatria and community of Niland, and adjacent territory in Imperial County.

RATESPer Meter  
Per Month

## Quantity Rates:

For all water delivered, per 100 cu. ft.....	\$ 1.109	(R)
--	----------	-----

## Service Charge:

For 5/8 x 3/4-inch meter.....	\$ 24.10	(R)
For 3/4-inch meter.....	42.65	
For 1-inch meter.....	52.10	
For 1 1/2 inch meter.....	70.10	
For 2-inch meter.....	94.05	
For 3-inch meter.....	126.00	
For 4-inch meter.....	282.00	
For 6-inch meter.....	480.00	
For 8-inch meter.....	639.00	(R)

The Service Charge is a readiness-to-serve charge applicable to all metered service and to which is added the charge for water used computed at the Quantity Rates.

SPECIAL CONDITION

- |    |  |                 |
|----|--|-----------------|
| 1. | All bills are subject to the reimbursement fee set forth on Schedule No. UF.   |                 |
| 2. | Due to the undercollection in the Balancing Accounts an amount of \$0.005 per Ccf is to be added to the Quantity Rates for a period of 12 months from the effective date of A.L. 1078-W. | (N)<br> <br>(N) |

ISSUED BY

Date Filed June 22, 2000Advice Letter No. 1078-W**F. E. WICKS**Effective Date June 27, 2000Decision No. 00-06-075

President

Resolution No. \_\_\_\_\_

**SOUTHERN CALIFORNIA WATER COMPANY**  
**GENERAL CONDITIONS FOR**  
**MAJOR CONSTRUCTION/MAJOR MAINTENANCE WORK**

**SECTION 1 - CONTRACTED WORK:**

**1.1 Definitions:**

**1.1.1 Company:** Whenever the word "Company" or alternatively, "SCWC" is used in these General Conditions, it shall be understood to mean the Southern California Water Company, and acting by and through its Authorized SCWC Representative.

**1.1.2 Contractor:** The word "Contractor" shall be understood to mean a Contractor who has completed the Company's "Contractor Questionnaire"; has on file with the Company, a current fee schedule approved by the Company; has, when applicable, a current California State Contractor's License of appropriate class to do the work for which it is contracted to do as defined in the *California Contractor's License Law and Reference Book*; has, when applicable, a current business licenses to perform the work from the local jurisdiction where the work is to be performed; has been approved by the Company; and is employed through the Company's General Contract documents to complete the scope of work contained therein in accordance with the Company's "TECHNICAL SPECIFICATIONS", "STANDARD DRAWINGS" and "EQUIVALENT MATERIALS LIST". For pipeline work, the Contractor shall have a Class A or C34 California Contractor's License.

**1.1.3 Contract or Specifications:** Wherever used herein, the term "*Contract*" or "*Specifications*" shall mean the Southern California Water Company "**General Contract**" (Form 470.1), these **General Conditions**, the appropriate form of bid document indicated in Section 1 of the General Contract (as completed by Contractor and modified by Contractor and the Company), any documents indicated in Section 2 of the General Contract, and any other documents incorporated into the Contract by reference. All of the foregoing documents shall together form the agreement between Contractor and the Company, and a reference to any of them shall be deemed to include the entire Contract which shall be read as a whole.

The Contract, which may be supplemented from time to time with additional accepted bids and/or revised contract documents, represents the entire and integrated agreement of the parties and supersedes all prior negotiations, agreements and understandings.

**1.1.4 Agreements and Forms for Performance of Work:** The work furnished by the Contractor is to be provided under SCWC's General Contract documents further defined as these **General Conditions** plus the one page General Contract form plus one of the following:

**1.1.4.1 "SCWC Pipeline Requisition"** (Form 452.1) for work limited to one pipeline job.

**1.1.4.2 "Individual Work Scope Agreement"** (Form 485.1) for work limited to one project such as construction of a new reservoir - does not include pipeline jobs.

**1.1.4.3 "General Category Work Agreement"** (Form 486.1) for a general category of work such as emergency main repairs, covering a specified duration such as a year where individual jobs are defined and authorized by separate **"Task Orders"** (Form 484.1), and which are issued and controlled by the Authorized Company Representative authorized in the body of the General Category Work Agreement.

**1.1.4.4 "Term Contracts,"** as specified on the **"General Contract Continuation Sheet"** (Form 470.1 CON) for known repetitive work at a set price such as quarterly maintenance of heating/air conditioning system covering a specified period of time such as one year. Note: Term Contracts are normally used in association with "Minor Construction/Minor Maintenance Service Work" for work such as daily/weekly janitorial services.

**1.2 Use of Task Orders:** Where Task Orders are specified, and following execution by both the Contractor and Authorized Company Representative, the Task Order shall become a supplement to a General Category Work Agreement, provided, however, that no Task Order or combination of Task Orders cumulatively nor individually shall exceed the authorized dollar value stated under Article 6 of the General Contract form, without the Contractor first receiving from the Company a duly issued Contract Change Order authorizing such additional expenditures. **NOTE: (1)** The SCWC Contracting Agent named on the bottom of the General Contract form or, Contracting Agent's designee, so named in writing (collectively the "Contracting Agent"), are the only parties authorized to issue Contract Change Orders for SCWC **(2)** The Authorized SCWC Representative named on the top of the General Contract form or the Authorized Representative's designee are authorized to release Task Orders or addendum to previously issued Task Orders. The Authorized Representative's signature (or Designee's) shall also be required where indicated at the bottom of each individual Task Order for such Task Order to be effective against SCWC

### **1.3 Extra Work - Lump Sum and Cost Plus:**

**1.3.1 Changes in the Work:** The Company reserves the right at any time during the progress of the work to require the Contractor to do extra work or to make changes involving more or less labor, material or equipment than is contemplated in the Contract.

**1.3.2 Approval of Changes in the Work:** Charges resulting from extra work will not be approved without submittal of daily reports signed by the Contractor and countersigned by the **Company** Inspector, or alternatively, where no Inspector is assigned, the Authorized SCWC Representative. Such approval shall be **prior** to performance. The Company will not be obligated to pay for extra work performed without the Company's prior written

consent. Extra work shall be in general compliance with the *"Standard Specifications for Public Works Construction, Section 3-3"*, current edition, except as noted herein.

### **1.3.3 Charges for Extra Work:**

**1.3.3.1 Extra Work Where No Unit Rates Exist:** Extra work where no unit rate exists in the Contract shall be billed at hourly rates from the Contractor's approved fees for labor and equipment plus a maximum of 20% combined for overhead and profit. Material shall be at cost (unless item specifically identified and approved in Contractor's fee schedule) plus a maximum of 20% for combined overhead and profit.

**1.3.3.2 Changes of 25% or Less of Original Unit Quantity:** If the change required affects an item of work covered by a contract unit price and the charge does not produce a net change in the original item unit quantity in excess of 25%, then such work shall be performed at the contract unit price.

**1.3.3.3 Changes More Than 25% of Original Unit Quantity:** All change work in excess of 25%, but for which a unit price is shown in the contract, shall be performed on a cost plus basis or at a price agreed on by the Company and the Contractor which shall not exceed the contract unit price. The Company shall order such additional work in writing confirming negotiated pricing as agreed upon with the Contractor.

**1.3.3.4 Changes Not Covered by an Original Unit Price:** Change work not covered by a unit price incorporated in the contract shall be performed on a firm price quoted by the Contractor and accepted by the Company prior to proceeding with such change work. At the Company's option, the Contractor shall proceed with change work on a cost plus or a cost plus to a guaranteed maximum basis. Such cost plus work shall be in accordance with rates per 1.3.3.1 above.

**1.3.3.5 Supporting Documents:** When either of the two cost plus methods per Section 1.3.3.4 are directed, all cost shall be substantiated by verifiable Contractor time sheets; rental and material receipts as applicable. **No increase cost consideration shall be given to change work if the Contractor's invoice for same is not received by the Company's Inspector when assigned, or alternatively, the Authorized SCWC Representative so named in the General Contract or alternatively, Task Order, within thirty (30) days from the date of completion of such work.**

**1.3.3.6 Change at the Request of the Contractor:** Changes which are reasonably permissible may be made to facilitate the work of the Contractor, subject to prior written approval by the Company. Any such change shall be without additional cost to the Company.

## **SECTION 2 - PAYMENT TO CONTRACTOR:**

**2.1 Consideration for Work Performed:** As full consideration for providing work to SCWC under Contract Agreements, SCWC shall pay the Contractor in accordance with the following:



**2.1.1 SCWC Pipeline Requisitions or Alternatively, Individual Work Scope Agreements:**

Invoices submitted and approved by SCWC for work completed, which are consistent with the specified lump sum amount and/or fee schedule incorporated in the Contract, or alternatively, on file with the Company. **NOTE:** For all work other than lump sum work, including fee schedules applicable to Change Order work, the Contractor shall include required supporting documents as described in Subsection 1.3.3.5 of Extra Work.

**OR**

**2.1.2 General Category Work Agreements:** Invoices submitted and approved by SCWC for work completed, which are consistent with the lump sum amount indicated on individual Task Orders, or alternatively, the fee schedule attached to or incorporated in the General Category Work Agreement. **NOTE:** For all work other than lump sum work, including fee schedules applicable to Addendum, the Contractor shall include required supporting documents as described in Subsection 1.3.3.5 of Extra Work.

**OR**

**2.1.3 Term Contracts:** Invoices submitted and approved by SCWC for work completed, which are consistent with the routine repetitive amounts specified for such work as indicated in the body of the Term Contract and stated on the General Contract Continuation Sheet or alternatively, the fee schedule attached thereto and incorporated therein and made part of such Term Contract. Charges for supplies (such as filters installed) provided as part of the Term Contract shall have unit prices specified on the General Contract Continuation Sheet or Fee Schedule indicated immediately above. Incidental items with no pre-established unit pricing shall be priced in accordance with Subsection 1.3.3.1 of Extra Work.

**2.2 Invoicing Requirements:**

**2.2.1 Invoice Information Encoded on Invoice:** The Contractor shall provide its original invoices referencing the General Contract number and, if applicable, the Task Order Number, and accompanied by any required supporting documents including but not limited to those applicable requirements per Sections 1.3.3.5. and 2.2.2. If Contractor's invoice is for progress payment, then the invoice shall indicate "1st, 2nd, 3rd etc." progress payment request and shall further indicate the total amounts of previous progress payments **paid** including any differential from the amount **requested** for **each** progress invoice previously submitted. If no payment has been made on a previously submitted progress invoice, Contractor shall make reference to such invoice number, date and amount not paid.

**2.2.2 Releases:** Releases are required for all work unless expressly exempted in writing by the Company's designee so named in writing. As a condition of payment, Contractor agrees to provide for each job, a list including **all** subcontractor's, suppliers or others, who have provided goods and services for work performed. All releases and each list must reference (i) the General Contract Number and when used, the Task Order Number and (ii) for invoices only, the Contractor's Invoice Number and Invoice Date. Contractor shall send such lists and releases to Southern California Water Company at the letterhead address shown on the enclosed transmittal.

**2.2.2.1 Contractor's Release:** Together with each invoice, the Contractor shall provide a "Conditional Waiver and Release Upon Progress Payment" for the full amount of such

progress invoice request, together with an "Unconditional Waiver and Release Upon Progress Payment" for all previously received progress Payments. The release shall be a "Conditional Waiver and Release Upon Final Payment" for the final invoice request.

**2.2.2.2 Subcontractor's and/or Supplier's Release:** The Contractor shall, with each of its invoice requests, provide to the Company, releases from all Subcontractors or Suppliers used by the Contractor in the performance of its work. The required release is an "Unconditional Waiver and Release Upon Progress Payment" for progress billings and an "Unconditional Waiver and Release Upon Final Payment" for final billings.

**NOTE:** Wording for all Releases referenced under 2.2.2.1 and 2.2.2.2 above shall be per "California Civil Code, Section 3262".

**2.2.3 Invoice Separation:** Separate invoices must be provided for each Contract Agreement or Task Order. Invoices for "Change Order" or "Addendum" work shall be submitted **separately** from "Original Scope" work. Contractor shall list separately, each unit as per the line item breakdown on Pipeline Requisitions and where unit rates are specified in all other Contract Agreements.

#### **2.2.4 Invoice Frequency:**

**2.2.4.1 Work Duration of One Month or Less:** Contractor shall submit its invoice at completion of the work.

**2.2.4.2 Work Duration Of More Than One Month (Including Term Contracts):** Contractor may submit an invoice monthly for each open Contract Agreement/Task Order to the Company Inspector when assigned, or alternatively, the Authorized SCWC Representative as named in the General Contract or when used, Task Order. Such billing shall be no more than 90% (Term Contracts - 100%) of the work completed after thirty (30) days from the date of start of the work, based upon the lesser of (i) value of work completed, or (ii) percentage of completion of the work, and on the same basis of 90% of the work completed every thirty (30) days thereafter.

**2.2.5 Invoice Submittal:** The Contractor shall submit its invoice to the Company Inspector when assigned, or alternatively, the Authorized SCWC Representative named on the one page General Contract form for Pipeline Requisitions, Individual Work Scope Agreements and Term Contracts, or the Authorized SCWC Representative named in the applicable individual Task Order for General Category Work Agreements.

#### **2.2.6 Invoice Review:**

**2.2.6.1 Invoice Review (Other Than Pipeline Requisitions):** Upon completion of the job, the Contractor's Representative, together with the Authorized SCWC Representative shall inspect the work for compliance and record any required changes and or deficiencies requiring further work. For major work corrections, the invoice may be

held in total. For lesser deficiencies, the amount to be withheld shall be equal to the percentage of the work requiring corrections plus retention.

**2.2.6.2 Invoice Review - Pipeline Requisition Work:** Upon completion of the job, the Contractor's representative, together with the Company Inspector when assigned, or alternatively, the Authorized SCWC Representative, shall walk the job together and verify the installed footage of pipelines and record the number of services, fire hydrants, and miscellaneous installations including materials used by address on house lines (noted on copy of the service survey), and payment will be based on these measurements and quantities as verified, dated and initialed by both parties on the face of the invoice.

At the job walk, Contractor shall: (i) provide delivery tickets/packing slips/ load tickets and or bills of lading for all materials shipped to the job or picked up by Contractor from Supplier; (ii) provide compaction test results when required by "Company Technical Specifications", Article VIII, "Backfill, Compaction and Resurfacing". Such test certifications shall indicate the Contract number, job location and specific test location; (iii) assure materials not used on Labor Only Contracts have been returned as evidenced by return material tickets signed by Contractor and Company; and (iv) provide a signed statement that all required gate valve concrete donuts and paving have been completed in compliance with applicable requirements.

**2.2.7 Invoice Transmittal and Processing:** When invoice has been approved, such SCWC Authorized Representative shall, forward invoice with all applicable supporting documents to the Company's regional office.

**2.2.7.1 Progress Billing:** When progress invoice has been approved, such SCWC Authorized Representative shall forward progress invoices for all SCWC Pipeline Requisitions, Individual Work Scope Agreements, Task Orders against General Category Work Agreements and Term Contracts to the Company's regional office for processing. **NOTE:** The *blue* "Work Acceptance" is to be held until the work is complete and submitted with the final billing.

**2.2.7.2 Final Billing:** When final invoice has been approved, such SCWC Authorized Representative shall forward such invoices as per Section 2.2.6.1 or alternatively, 2.2.6.2 above including the *blue* "Work Acceptance" copy of the General Contracts for Pipeline Requisitions, Individual Work Scope Agreements and Term Contracts, or alternatively, the *blue* "Work Acceptance" copy of an individual Task Order, and submit such copy along with the final approved invoice including all required supporting documents to the Company's regional office. **NOTE:** The *blue* "Work Acceptance" copy of a General Category Work Agreement or alternatively, a Term Contract shall only be processed by the Authorized SCWC Representative when such Agreements are to be closed to any further release of new Task Orders (General Category Work Agreements **Only**) or further repetitive work (Term Contracts **Only**) in advance of the expiration date indicated in the General Category Work Agreement, or alternatively, Term Contract.

## **2.3 Payment to Contractor:**

### **2.3.1 Terms of Payment:**

**2.3.1.1 Progress Payments:** Progress payments, less any retention, will be made within thirty (30) days following approval and subject to and in accordance with the terms and conditions of these General Conditions.

**2.3.1.2 Final Payments:** Final payments, less any retention, will be made within thirty (30) days following approval and subject to and in accordance with the terms and conditions of these General Conditions.

Any retention withheld will be paid within thirty (30) days following correction and/or compliance with the cause for such retention being withheld.

**2.3.2 Right of the Company to Withhold Payments:** In accepting work with the Company, the Contractor agrees the Company may withhold or cancel the whole or any part of any partial payment or final payment to such an extent as may be reasonably necessary to protect the Company from loss due to, but not limited to, any one of the following items or a combination of the items:

**2.3.2.1 Defective Work:** Defective work not remedied, regardless of when any such work may be found to be defective.

**2.3.2.2 Claims or Liens:** Claims or liens filed or reasonable evidence indicating probable filing of claims or liens.

**2.3.2.3 Failure of Contractor to Pay for Goods or Services:** Failure of the Contractor to make payments promptly for labor, material, equipment or other facilities, or to subcontractors.

**2.3.2.4 Ability of Contractor to Complete for Unearned Balance:** A reasonable that work can be completed for the balance unearned.

**2.3.2.5 Damage to Other Work or Property:** Damage to other work or property which is caused either directly or indirectly by the Contractor.

**2.3.2.6 Pending Notice of Completion:** The Company may have a "Notice of Completion" published and withhold final payment pending the outcome of the discovery period and subject to all other applicable provisions of these General Conditions.

**2.3.2.7 Settlement of Back Charges:** Settlement of back charges resulting from bonafide claims on totally unrelated work awarded to the Contractor using otherwise unencumbered funds available from current contracted work.

**2.3.2.8 Provision of Listing of Subcontractors and Suppliers:** Payment may be withheld until Contractor has provided a list of all subcontractor's, suppliers or others, who have provided goods and services for work performed, including reasonable time for Company to verify Contractor's payment to same.

Whenever the Company shall, in accordance herewith, withhold any monies otherwise due to the Contractor, written notice of the amount withheld and the reasons thereof shall be given the Contractor. Once the Contractor has removed the grounds for such withholding, the Company will promptly pay to the Contractor any amounts owed to Contractor from the amount withheld.

**2.4 Notices:** All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by United States mail shall be addressed to the designated SCWC and Contractor Authorized Representatives, as applicable, as indicated on the General Contract form for SCWC Pipeline Requisitions, Individual Work Scope Agreements and Term Contracts or as indicated on individual Task Orders for General Category Work Agreements. When so addressed, all such notices, invoices and payments shall be deemed given upon two days following deposit in the United States mail, all postage prepaid. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual receipt.

### **SECTION 3 - MISCELLANEOUS:**

#### **3.1 Insurance:**

**3.1.1 Insurance Obligations:** The Contractor shall purchase and maintain such insurance as will protect it from claims under Workers' Compensation benefit acts and other employee benefit acts; from claims for damages because of bodily injury, including death; and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractor. The liability insurance shall cover bodily injury and property damage, and shall include contractual liability insurance as applicable to the Contractor's obligations under Sections 3.1.3, 3.1.5, and 4.1 of these General Conditions.

**3.1.2 Additional Insureds:** Southern California Water Company shall be shown as an additional named on the policies described in Sections 3.1.3.1 and 3.1.3.2. **Further, Southern California Water Company shall be provided a certificate of insurance and shall be shown as the "Certificate Holder" for all policies required by Section 3.1.3 and such certificates shall be provided to SCWC regional office.** **NOTE:** No Contract shall be awarded or work shall proceed without such current insurance certificates indicated under Section 3.1.3, being on file with SCWC's regional office. Additional Insured and Certificate Holder matters must be completed in strict conformance with above instructions. Failure to submit as indicated will delay all proceedings until supplied as requested. Contractor shall, upon request, provide to SCWC a copy of that portion or portions of its insurance policies required hereby and any limitations or exclusions applicable to the "additional insured".

**3.1.3 Insurance Limits:** Contractor's coverage shall provide the following limits or, if greater, their policy limits, at all time while work for SCWC is underway:

### **3.1.3.1 General Liability**

General Aggregate:	\$2,000,000
Products-Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

### **3.1.3.2 Auto Liability**

<b>3.1.3.2.1 -</b>	Company-owned Vehicles - Combined Single Limit: (any auto)	\$1,000,000
	<b>or alternatively</b>	
<b>3.1.3.2.2 -</b>	Hired & non-owned - Combined Single Limit (any auto)	\$1,000,000

<b>3.1.3.2.3 -</b>	(applicable to hazardous material suppliers): Company-owned Vehicles- Combined Single Limit: (any auto)	\$5,000,000
	(\$1,000,000 primary and \$4,000,000 in excess liability)	

<b>3.1.3.3 Workers' Compensation</b>	Statutory
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### **3.1.3.4 Employers' Liability**

Each Accident:	\$1,000,000
Disease - Policy Limit:	\$1,000,000
Disease - Each Employee:	\$1,000,000

**3.1.4 Increase in Insurance Limits:** The Company reserves the right from time to time or at any time to increase the limits specified in Section 3.1.3 on an overall basis or project basis. Should such action be undertaken during the course of existing work, then the Contractor shall be eligible for additional compensation commensurate with any cost increase incurred for such additional coverage for the duration of existing work then under contract.

**3.1.5 Qualified Insurers:** Contractor shall only provide coverage from insurers admitted in the State of California with a minimum A.M. Best, rating of A+V.

**3.1.6 Alternative Automobile Liability Insurance:** If Contractor does not provide company-owned vehicles, Contractor shall provide SCWC with a statement, Form Number 494.1, Statement of Hired and Non-owned Vehicles. This statement and alternative insurance certificate per 3.1.3.2.2 above shall be provided per 3.1.2 in the manner provided for Certificates of Insurance.

**3.1.7 Notices of Insurance Cancellation:** Contractor's insurer/s must agree to provide at least thirty (30) days advance notification of cancellation, reduction or adverse change to the limits, coverages, exclusions or other material provisions potentially affecting SCWC. Any such cancellation, reduction or change, if not otherwise agreed to in writing, shall

permit SCWC to terminate pursuant to Section 5.2 such Contracts affected by such cancellation, reduction or change.

**3.1.8 Additional XCU Coverage:** The General Liability coverage, Section 3.1.3.1, shall include an explosion, collapse and underground endorsement ("XCU" coverage). XCU coverage may be deleted by the Company's designee so named in writing for contractors not involved in excavation work. Additional insurance required for railroad crossings shall be provide by the Contractor at no cost to the Company.

**3.2 Proof of Financial Responsibility:** All suppliers and/or carriers hired or used by Contractor or SCWC (including, without limitation, suppliers and/or carriers of hazardous materials) shall provide SCWC with proof of financial responsibility in accordance with all applicable law, including, without limitation, the Federal Motor Carrier Act of 1980, as amended, the rules and regulations of the Federal Interstate Commerce Commission and applicable state law.

**3.3 Notice of Accident:** In the event of damage to any property or bodily injury to any person, the Contractor's Representative will provide immediate verbal notification (to be followed by a detailed written report thereon within forty-eight (48) hours) to the SCWC Inspector when assigned, or alternatively, to the Authorized SCWC Representative named in the Contract Agreement, or alternatively, Task Order.

**3.4 Contract Surety:** Upon acceptance of this Contract, the Contractor may be required to furnish a Payment and Performance bond in an amount equal to at least one hundred percent of the contract price as surety for the faithful performance of the Contract and as security for the payment to all persons performing labor and furnishing material in connection with the Contract. The Payment and Performance bond shall be considered waived unless specifically requested by the Company in writing.

**3.5 Permits:** All necessary permits or similar authorizations required for this construction as per the "Construction-Issued" Plans for such work will be obtained by the Company unless otherwise stated. Copies of all permits will be furnished to the Contractor. Bonds that may be required to obtain the permits shall be furnished by the Contractor. Contractor shall maintain a copy of such permits with the Crew installing the work.

**3.6 Materials and Workmanship:** All materials furnished and all work done shall be in accordance with the Contract Agreement, or alternatively, Task Order, including as applicable, Company Specifications, Company Standard Drawings and Company's Equivalent Materials List. All work shall be done in a thorough, workmanlike manner by workers skilled in their various trades. Material and workmanship shall conform to the best commercial practice for the type of work in question, unless otherwise specifically set forth in the Contract. The Contractor warrants his workmanship for two years, except paving which is one year.

**3.7 Shut Downs and Shut Down Fees:** For all shut-downs, a forty-eight (48) hour minimum advance notice must be given by the Contractor to the Company at the address indicated on the bid sheet. All shut-downs must be made by Company personnel. The Company will charge the Contractor a shut-down fee when the Contractor works overtime or on weekends for its own convenience. The Company shut-down fee will be \$100 per day or actual time and

material cost incurred by the Company, which ever is greater. The Contractor must have prior approval for such shut-downs from the Company's designee so named in writing.

**3.8 Traffic Control and Safety Regulations:** Contractor assumes the responsibility to observe all applicable federal, state and local laws, regulations and guidelines in the performance of its work, including without limitation the regulations established by O.S.H.A. and the Work Area Traffic Control Handbook, current edition (Los Angeles: Building News, Inc.) and to perform all work in a safe and prudent manner. Without in any way limiting that responsibility or assuming responsibility for safety, SCWC is particularly concerned that the following rules are strictly observed:

1. A supervisor shall be present at all times to insure that all personnel at the job site perform in accordance with all applicable safety requirements; and
2. All personnel at the job site shall be properly equipped and attired, including an approved hard hat, protective eye wear, orange safety vest and appropriate breathing apparatus as may be required for protection from paint fumes; and
3. Safety/Warning Signs shall be placed around the perimeter of the work area. Work performed in streets shall have safety devices in place in accordance with the Work Area Traffic Control Handbook and other applicable governmental rules and regulations.

The foregoing in no way limits the obligation of the Contractor to assume full responsibility for the observance of all applicable safety and occupational health rules and regulations.

**3.9 Pre-Construction Meeting:** When the cost of the jobs exceeds \$10,000, or otherwise when directed in writing by the Company, the Contractor shall arrange for a pre-construction meeting to be held at the job site or other suitable location. It shall be the Contractor's responsibility to notify all utilities and agencies maintaining facilities or having jurisdiction within the area of work as well as the Company's Inspector when assigned, or alternative, the assigned Authorized SCWC Representative.

**3.10 Scheduling of Work:** Prior to the start of any work, the Contractor shall upon request submit its proposed construction schedule in the form of a tabulation, chart, graph or as otherwise reasonably requested in sufficient detail to show the chronological relationship of all activities of the project, including the estimated number of working days for each phase when more than one phase is involved.

**3.11 Notice to Start Work:**

**3.11.1 Scheduled Start Date:** The Contractor, in accepting individual contracts, agrees to start the work within ten (10) working days after receipt of contract and verbal request from the Authorized SCWC Representative named on page one of the Company's General Contract to start the work, or alternatively, on the date as indicated by the Company as a condition of award in its original bid request and further included in its General Contract. Failure of Contractor to start the work in accordance with the provisions of this Article shall be grounds for termination pursuant to Article 5.1 of these General Conditions.



**3.11.2 Change to Previously Scheduled Start Dates:** The Company reserves the right to determine the sequence by which jobs are to be performed when the Contractor has been awarded more than one job with the Company. In the event of scheduling conflicts where more than one Company entity is involved, the Company's Director of Operations Support shall determine the priority. The Company further reserves the right to adjust the order of priority for its convenience at no additional cost to the Company where the Contractor has not yet commenced mobilization of a previously scheduled job.

**3.12 Supervision of Work:** The Contractor shall provide the Authorized SCWC Representative named on page 1 (one) of the Company's General Contract with the name of the supervisor responsible for the work. Such notification shall be provided a minimum of two (2) working days in advance of the scheduled start date. The Contractor shall assure that all work performed for the Company is at all times supervised and staffed by qualified personnel thoroughly equipped and trained in the skills required to fulfill the work, and that such employees and agents will, at all times, comply with all applicable laws, ordinances and regulations (including, without limitation, all safety regulations, applicable to persons at a project site) that may in any manner apply to the performance of its work. The Contractor assumes all liability for loss, damage or injury to the person or property of itself and its owners, officers, agents and employees.

**3.13 Protection of Work and Clean Up:** Until the final completion of the work and acceptance thereof by the Company, the Contractor shall care for and maintain all areas affected by its construction. The Contractor shall properly remove all debris, rubbish, and spoils from the site of the work after its completion and prior to acceptance thereof by the Company.

The Contractor shall immediately remove any item posing a safety hazard and at the end of each working day remove or otherwise move from view all items presenting an untidy appearance.

All landscaping must be restored to its original condition and to the satisfaction of the Company. Potentially sensitive situations should be video taped by Contractor prior to commencement of the work.

Dust control shall be maintained as specified in Section 7-8 of the *"Standard Specifications for Public Works Construction"*, current edition.

**3.14 Company Inspection Fees:** The Company will charge the Contractor an inspection fee only when the Contractor, for its own convenience, elects to work under the following conditions:

**3.14.1 Work in Excess of Eight Hours:** Work in excess of eight hours on a normal work day or to start work on the normal work day prior to 7:00 am or to complete work on a normal work day after 5:00 p.m.

**3.14.2 Work on Weekends:**

**3.14.3 Work on Holidays:** Work on Holidays observed by the Company. Such holiday list for the current year will be supplied by the Company upon request.

Such inspection fee charges shall be limited to the applicable overtime portion added to the Inspector's, or alternatively, Authorized SCWC Representative's base salary.

**NOTE:** Inspection request for weekends and holidays must be received in writing by Authorized SCWC Representative named in the Contract Agreement, or alternatively Task Order.

**3.15 Headings:** The headings preceding the text of these General Conditions are intended solely for convenience of reference and shall not constitute a part of the Contract Agreements nor shall they effect the meaning or construction of the Contract Agreements, including these General Conditions.

## **SECTION 4 - LEGAL RELATIONS:**

**4.1 Indemnity Agreement:** The Contractor shall indemnify, defend and hold harmless Southern California Water Company and its agents and employees from and against all claims, damages, liabilities, costs, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense **(1)** is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss or use resulting therefrom; and **(2)** is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the Southern California Water Company, its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor, anyone under its employ, or any subcontractor may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

### **4.2 Liens**

**4.2.1 Indemnity:** The Contractor shall indemnify and agree to hold the Company harmless against any and all mechanics or similar liens and lawsuits based upon or arising out of any work performed hereunder.

**4.2.2 Removal of Liens:** Within ten days after demand of the Company, the Contractor shall cause to be removed, either by payment or bonding or otherwise, any claims of mechanics lien filed against the project. If the Contractor fails to do so within such period, the Company may do so at the Contractor's expense.

### **4.3 Loss or Damage:**

**4.3.1 Notification of Underground Service Alert:** The contractor shall contact the Underground Service Alert of Southern California at 1-800-422-4133 at least two (2) working

days prior to commencing any digging operations to determine the location of any existing underground utilities.

**4.3.2 Damage to Property:** The Contractor shall assume the risk of all loss of or damage to property or materials during the progress of said work. The Contractor shall not disturb the facilities of other utilities or other underground structures, and it shall be liable for damages caused by its operations. Where such information is available, some effort has been made to designate the approximate location and kind of known substructures as shown on the plans, but this shall not relieve the Contractor of its responsibility to protect any and all utility lines, shown or not shown on the plan, during the performance of its work under this Contract. The Contractor shall provide a minimum of forty-eight (48) hours notice of intent to start work to those agencies having substructures in or jurisdiction over the construction area including but not necessarily limited to Underground Service Alert.

**4.3.3 Coordination of Work:** The Contractor shall be responsible to plan and coordinate its work with other contractors working in the same project area. Loss or damage resulting from a failure to so plan or coordinate shall be the Contractor's sole responsibility.

**4.3.4 Pre-inspection of Site:** It shall be the Contractor's responsibility to ascertain the existence of any conditions affecting the work which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any conditions not indicated on the plans, immediately bring them to the attention of the Company's assigned representative.

**4.3.5 Location of Connections:** The Contractor shall, unless instructed to the contrary by the Company, excavate and expose existing Company facilities at all locations where a connection (tie-in) is to be made, as shown on the plans, and shall verify that such conditions are as indicated on the plan **prior** to requesting a shutdown of existing mains. The Contractor shall field locate points of connection or tie-in when not designated on the plan. Forty-eight (48) hours advance notification is required. Conditions differing from those indicate on the plan and requiring additional material, or material with different dimensions, shall be brought to the attention of the Company's assigned representative immediately.

**4.3.6 Failure to Verify Existing Locations:** Any additional expenses incurred by the Contractor as a result of failure to verify existing conditions shall be considered its expense solely and will not be reimbursed by the Company.

#### **4.4 Subcontracting and Assignments:**

**4.4.1 Pre-approval by Company:** **None** of this work may be delegated or subcontracted without written consent of the Company. The successful bidder shall not assign its work or any of its rights hereunder to another contractor. The Company may require written documentation of qualifications and references for any subcontractor being considered for Company approval to perform any part of any work under this Contract.

**4.4.2 Compliance of Subcontractor and Assignees:** The General Contract shall bind Contractor's subcontractors, successors and assigns, and that Contractor shall cause its

employee, agents, and subcontractors to comply with all requirements of the General Contract and these General Conditions.

## **SECTION 5 - TERMINATION OF CONTRACT AGREEMENTS:**

**5.1 Termination Resulting from Delays by Contractor:** If the Company determines that the Contractor is not diligently pursuing the work, the Company will so notify the Contractor in writing, specifying what steps need to be taken to correct the situation. The additional cost to the Contractor in rectifying the situation, if any, shall be its sole cost and responsibility. Failure by the Contractor to take the necessary steps to commence the work within 15 calendar days of notice to proceed or to diligently complete the work may result in cancellation of the remaining work. Any additional cost to the Company due to such cancellation of work shall be the Contractor's responsibility, and no further payment if any will be made by the Company until all cost are determined.

**5.2 Termination Resulting From Default by Contractor:** When, in the opinion of the Company, the Contractor is not performing its obligations in accordance with the Contract, or has become insolvent, or has subcontracted work without the written approval of the Company, the Contract may be canceled. In the event of cancellation, the Contractor shall be paid for the actual amount of work completed less any damages or expense incurred by the Company as a result of such cancellation. If the Company's damages or expenses so incurred exceed amounts due to Contractor, Contractor shall pay the Company the difference upon demand. Payment for actual work completed will be based on bid prices or fractions thereof and field evaluation of work completed. The Company will not be held liable for damages to the Contractor resulting from cancellation for the reasons set forth above. The Contractor shall be notified in writing specifying the reasons for cancellation, and notice shall be served upon the Surety when appropriate.

## **SECTION 6 - ENTIRE AGREEMENT:**

**6.1 Entire Understanding:** These General Conditions and the provisions and specifications contained in the General Contract form; SCWC Pipeline Requisition; Individual Work Scope Agreements; Term Contracts, and General Category Work Agreements, including awarded Task Orders thereto, and including attachments incorporated in such agreements by reference, represent the entire understanding for such Contract Agreements between the Company and Contractor and any negotiations, proposals or oral agreements are intended to be integrated in such agreements and to be superseded by such Contract Agreements. By executing the one-page General Contract form, Contractor waives all provisions of any printed form of agreement supplied or prepared by it that might otherwise be incorporated into a Contract Agreement, to the extent any such document is inconsistent with these General Conditions, excepting as noted under Section 6.2.3 below.

**6.1.1 Change Orders:** Any supplements or changes to the Contract Agreements for SCWC Pipeline Requisitions, Individual Work Scope Agreements, Term Contracts or General Category Work Agreements and these General Conditions shall be in writing and presented in the form of a **Change Order** issued as set forth in Section 1.2 above.

**6.1.2 Addendum:** Any supplements or changes to individual Task Orders shall be in writing and presented in the form of an addendum issued as set forth in Section 1.2 above.

**6.1.3 Consummation of Change Orders and Addenda:** Such Change Orders and Addenda executed as described in 6.1.1 and 6.1.2 shall be effective when thereafter signed by the Contractor's Authorized Representative.

## **6.2 Omissions and Conflicts:**

**6.2.1 General Conditions and Contract:** Where conflicts exist between these General Conditions and the General Contract, then the information in the General Contract shall take precedence.

**6.2.2 Plans and General Conditions:** Where conflicts exist between the Company Contract and the Plan, then the information in the Contract shall take precedence.

**6.2.3 Performance of Work:** Where conflicts or omissions arise involving performance of work by the Contractor under the Company's Technical Specifications, then the following priority shall be observed:

- a. Requirements of federal, state, county and local law.
- b. Southern California Water Company Construction documents.
- c. Standard Specifications for Public Works Construction.
- d. Standards of the American Water Works Association.

## **SECTION 7 - ARBITRATION:**

**7.1 Basis for Settling Disputes and Disagreements:** Any dispute or disagreement arising between Contractor and Company in connection with a breach or alleged breach of the Contract Agreements, including Task Orders and/or these General Conditions governing such Contract Agreements, that is not resolved to the mutual satisfaction of the parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party informs the other in writing that such dispute or disagreement exists, shall be solely and finally settled by a single arbitrator in accordance with the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), in effect on the date that such notice is given, with the following exception: The party that demands arbitration of the unresolved dispute or disagreement shall in writing specify the matter to be submitted to arbitration and at the same time choose and nominate a competent person to act as the arbitrator. Within fourteen (14) days after receipt of such written notice, the other party shall indicate in writing its concurrence or non-concurrence in the arbitrator nominated by the other party. If the parties concur in the proposed arbitrator, that arbitrator shall promptly resolve the question in dispute or disagreement in accordance with the Arbitration Rules. If the parties fail to concur in the proposed arbitrator, then upon application by either party, the dispute or

disagreement shall be referred for resolution by a single arbitrator appointed in accordance with the Arbitration Rules By the AAA.

**7.2 Performance of Work During Arbitration:** Notwithstanding this Section 7, during the pendency of any arbitration proceedings, unless otherwise requested by SCWC, Contractor shall proceed diligently with performance of the Contract Agreements and Contractor and SCWC shall continue to be bound thereby.

**7.3 Location for Arbitration Proceedings:** Any arbitration proceedings hereunder shall be conducted in Los Angeles County, California.

**7.4 Arbitration Award:** The arbitration award shall be made final and binding upon the Contractor and Company and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

**7.5 Cost of Arbitration:** Each party shall bear the cost of preparing and presenting its case; but the cost of arbitration, including the fees and expenses of the arbitrator(s), will be paid solely by the losing party.

**7.6 Survival of Arbitration Rights Beyond Termination of Contract Agreements:** This Section 7 shall survive termination of any Contract Agreement, including any applicable Task Order and these General Conditions governing such agreements with respect to all claims pending at the time of termination.

# # #

**GENERAL CONDITIONS FOR  
MAJOR CONSTRUCTION/MAJOR MAINTENANCE WORK**

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**WILLIAM McDONALD**  
**Engineering and Planning Manager, Region III**

**Education/Registration**

University of California, Berkeley BSCE 1980  
Registered Civil Engineer C38480

**Employment History**

Southern California Water Company, San Dimas, CA 91773  
Engineering and Planning Manager, Region III 1995 to Present  
Various Engineering Positions within SCWC 1981 - 1995

**Employment Duties**

- Supervision of a staff of 6 engineers, drafters and support personnel.
- Preparation of Regional Capital Budget.
- Preparation of Master Designs and Water Supply and Distribution evaluations for all systems.
- Manage the design of a \$7.5 million annual Capital Improvement Program. Assign projects to staff and consulting engineers and monitor their progress.
- Track the progress and expenditures of all Capital Projects.
- Review and approve GWO sheets, Additional Authorizations, and Contract Payments.
- Serve as Chairman and coordinate activities of the SCWC Engineering Standards Committee.

**Additional Training**

Improving Your Managerial Effectiveness  
American Management Association 1993

Eastern Utility Rate Seminar  
National Association of Utility Companies 1990

Management for Engineering Supervisors  
Batelle Institute 1986

**Memberships**

American Water Works Association  
American Management Association  
Southern California Water Utility Association  
California Alumni Association

**District Manager - Southern California Water Company**

360 East Foothill Blvd.  
San Dimas, CA 91773

**PERRY LEE DAHLSTROM**

P.O. Box 1629  
Crestline, California 92325

Work (760) 247-3391 ext.700

**PROFILE**

Dependable, energetic, knowledgeable individual with a reputation for taking a positive approach to problem solving. Proactive management style results in productive, motivated and knowledgeable personnel. This positive attitude promotes good relations with regulatory agencies, customers, employees and communities.

**CAREER SUMMARY**

1-95 to Present	Southern California Water Company, Mountain/Desert District Manager
7-93 to 1-95	Southern California Water Company, Production Mechanical Superintendent
7-86 to 7-93	Cedarpines Park Mutual Water Company, General Manager.
11-78 to 7-86	Crestline Village County Water District, Field Superintendent.
8-77 to 11-78	Lake Gregory Water Company, Serviceman II.
3-75 to 10-76	Lake Arrowhead Sanitation District, Laborer.

**EXPERIENCE**

My experiences have encompassed all aspects of Management, Operations and Construction of Water Utilities.

Preparation of monthly financial and status reports to Water Company Board of Directors.  
Preparing and submitting annual budgets.  
Compiling annual Water Quality Reports.  
Coordinating with consulting engineering firms in developing water system master plans.  
Worked with entities involved in mergers and acquisitions of water companies; including attorneys, accountants, LAFCO, State of California  
Dept. of Corporations, DOHS, California Public Utilities Commission, etc.  
Prepared and held public forums and information meetings to address customers concerns.  
Supervised crews ranging from small meter replacement programs to million dollar water main replacement projects.  
Coordinated the assessment, excavation, and remediation of a gasoline / diesel soil contamination site and insured compliance with local, state and federal requirements.  
Worked in cooperation with V.P of operations and Superintendents in reinstating normal water service during the emergency situation of the Northridge earthquake.  
Made it a priority to know and be in compliance with the Federal & State water quality standards and to meet the State of California's O & M guidelines.  
Manager of six individual water systems in the Mtn/Desert District with a combined annual budget of \$9.8 million.

## PROFESSIONAL CERTIFICATION

AWWA California/Nevada Section  
Grade 3, Cert. No. 1902, Exp. 3-31-03

California DOHS, Office of Drinking Water  
Grade 3, Cert. No. 10449, Exp. 3-1-04

## EDUCATION & PROFESSIONAL TRAINING

Rim of the World High School - Lake Arrowhead, CA - Graduated  
San Bernardino Valley College - San Bernardino, CA - Water Supply Engineering, Public Administration  
Orange Coast College - Costa Mesa, CA - Waste Water Technology  
University of Southern California - University Park, CA - Water Utility Management  
University of Washington - Seattle, WA - Effective Maintenance Management  
California State Polytechnic University - Pomona, CA - Western States Corrosion and Cathodic Protection Seminar / NACE  
AWWA Cal/Nev sec. - Bacteriological, Distribution system water quality & Confined Spaces Seminars  
California DOHS - Cross Connection Control Workshop, Water Sampling Seminar  
California Department of Water Resources - Leak Detection and Water Audit Seminar  
Arasmith Consulting Resources - Portland, OR - Pumps and Pumping  
Cla-Val Company - Newport Beach, CA - Automatic Control Valves Seminar  
Florida State University - 15<sup>th</sup> Annual Western Utility Rate School  
Information Mapping, Inc. - Massachusetts - Developing Procedures, Policies & Documentation

## **QUALIFICATION TO SERVE AS THE COOPERATION WITH SOUTHERN LOWER DESERT RC&D**

### **A.1 Introduction**

Southern California Water Company ("SCWC") proposes to install, operate, and maintain the residential water meters, which SLDRC&D install, upon the award of a grant received from CALFED.

### **A.2 Description of Southern California Water Company ("SCWC")**

SCWC is a wholly owned subsidiary of American States Water Company, Inc. ("AWR"). AWR is a utility holding company, publicly traded on the New York Stock Exchange, with reported revenues of \$184.0 million in 2000. AWR has three principal business units: Southern California Water Company ("SCWC"), a regulated utility that is engaged in the purchase, production, treatment, distribution, and sale of water, as well as the distribution of electricity; ASUS, a non-regulated service company that provides financial, operation, maintenance, and administrative support services for water and wastewater systems; and Chaparral City Water Company ("CCWC"), a regulated water utility that provides water utility service in Maricopa County, Arizona. All four corporations are headquartered at the same location in San Dimas, California, and share many of the same Corporate Officers and Directors. In total, AWR has 500 employees and provides utility services to 256,000 water and 21,000 electric customers. In 2000, AWR sold over 62 billion gallons of water and over 133 million kilowatt-hours of electricity.

SCWC is the second largest investor-owned water utility in California and operates under the auspices of the California Public Utilities Commission ("CPUC") and other regulatory agencies such as the California Department of Health Services.

SCWC was incorporated in 1929 with 42,000 customers. Over the past 72 years, SCWC has grown to operate 39 water systems serving 245,000 water customers and over 21,600 electric customers, in 10 counties and 75 communities throughout California. SCWC produces, distributes and sells potable water obtained from groundwater, imported and surface water sources. As the premier provider of water services throughout Southern and Northern California, SCWC is fully capable of providing the technical expertise and financial resources necessary to serve the cooperator for this project.

For the past 70 years, SCWC has supplied water services to one of the largest service areas in the United States and has a proven record of dependable service to its customers. In 2001, SCWC budgeted \$54,000,000 to expand and upgrade its water facilities in order to provide increased capacity and reliability to its existing client base. SCWC's excellent credit rating also enables it to quickly raise capital through external sources if needed to support large construction efforts.

SCWC's work force includes both unionized and non-unionized personnel. It maintains a large inventory of materials, supplies and emergency repair parts throughout its

service area. In addition to this substantial inventory, supplemental materials are readily available through existing contracts with suppliers and contractors.

SCWC also uses sub-contractors to supplement its staff. As a result of recent system growth, SCWC has begun using sub-contractors on a more frequent basis to construct large utility projects. As a result, SCWC crews have more time to devote to the individual needs of its existing customer base. SCWC chooses sub-contractors based on qualifications and past performance necessary for the required work. All sub-contractors used by SCWC have extensive utility experience and many have worked exclusively for SCWC for several years.

### **A.3 Licenses and Certifications to Provide Utility Service**

SCWC is subject to regulation by the CPUC, which has broad powers with respect to service and facilities, rates, classifications of accounts, valuation of properties, the purchase, disposition and mortgaging of properties necessary or useful in rendering public utility service, the issuance of securities, the granting of certificates of convenience and necessity as to the extension of services and facilities, and various other matters.

SCWC observes and complies with all state water and wastewater operator certification regulations. SCWC employees have prior work experience in the appropriate crafts/trades to perform their duties in accordance with all applicable codes and regulations.

**SOUTHERN LOW DESERT  
RESOURCE CONSERVATION AND DEVELOPMENT AREA  
CALIFORNIA**

**SUMMARY PAGE**

**DATE SUBMITTED:** September 11, 2001

**TRIBAL NATIONS:** The Cabazon, Agua Caliente, Twenty-Nine Palms, Augustine, Torres-Martinez, Quechan, Santa Rosa, and Colorado River Tribes.

**COUNTIES:** Imperial, Riverside, and San Diego

**SPONSORS**

Bard Resource Conservation District  
Palo Verde Resource Cons. District  
Imperial Valley Resource Cons. District  
Salton Community Service District  
Imperial Valley Research Center

Coachella Valley Resource Cons. Distr.  
Greater San Diego Res. Cons. Distr.  
Gertrude Grace Foundation  
Tom Burgin Real Estate, Inc.

WE HAVE OR ARE PERUSING SUPPORT FROM THE FOLLOWING ORGANIZATIONS

USDA/NRCS  
USDA/Rural Development  
University of CA Cooperative Extension  
Cabazon Band of Mission Indians  
Agua Caliente Indian Tribe  
Salton Sea Authority

Imperial County  
Riverside County  
San Diego County  
Imperial Irrigation District  
Coachella Valley Water District  
Regional Water Quality Control District

**BRIEF AREA DESCRIPTION**

The proposed Southern Low Desert Resource Conservation and Development Area (SLDRC&D Area) is located in the southeastern desert region of California. The RC&D Area covers part, or all, of three counties: Central and Eastern Riverside County, Eastern San Diego County, and all of Imperial County. The total area is 6,629,367 acres. In 2000, the population in the Area was about 450,000. Except for tourism in one region of the Area, agriculture is the dominant industry.

**COUNCIL PRIMARY CONTACT**

Sam Cobb, Acting Coordinator  
82901 Bliss Ave.  
Indio, CA 92201 760-347-7658 ext. 3

**CONGRESSIONAL DELEGATION**

<b>SENATORS</b>	Diane Feinstein D-CA	<b>REPRESENTATIVES:</b>	Mary Bono R-CA-44
	Barbara Boxer D-CA		Duncan Hunter R-CA-52

*SOUTHERN LOW DESERT  
RESOURCE CONSERVATION AND DEVELOPMENT AREA  
CALIFORNIA*

**PREFACE**

The goals and expectations for the Southern Low Desert RC&D were determined by a public participation process that involved residents from throughout the RC&D area. A Steering Committee was formed, and held regular meetings at various locations within the proposed RC&D Area during the years 2000 and 2001. Meetings were conducted with the help of a facilitator to guide the group through the planning process. Representatives from local, as well as federal and state agencies served on the Steering Committee. Local community organizations were also invited to Steering Committee meetings to broaden the committee's prospective on local and regional issues. A Draft Area Plan has been developed with the assistance of local residents, agencies and organizations. This plan addresses regional issues such as resource protection (including land conservation and water management), economic development, community development, and interregional issues that affect residents of both the United States (RC&D Area) and Mexico to the south.

The Draft Area Plan contains goals that address resource and other development issues facing residents in the RC&D Area. The Steering Committee believes that, because of the partnerships that are being developed locally, the RC&D Council will be successful in implementing these goals. The RC&D application has grassroots support from all parts of the proposed Area. The Council is eager to be officially recognized as a RC&D, and is currently positioning itself to partner with existing agencies in order to implement portions of the Area Plan.



# ***SOUTHERN LOW DESERT RESOURCE CONSERVATION AND DEVELOPMENT AREA CALIFORNIA***

***COUNCIL AND AREA NAME:*** SOUTHERN LOW DESERT RC&D

## ***GENERAL DESCRIPTION OF THE AREA***

The Southern Low Desert Resource Conservation and Development Area (SLDRC&D) is located in the southeastern desert region of California. The Riverside-San Bernardino County line serves as the northern border of the Area. The South Coast RC&D Area is to the west, the Colorado River to the east, and the U.S.-Mexico border to the south. The RC&D Area covers a part, or all, of three counties: central and eastern Riverside County, eastern San Diego County, and all of Imperial County. The Area covers 6,629,367 acres. At the center of the RC&D Area lies the Salton Sea, the surface of which is more than 200 feet below sea level.

The region covered by the SLDRC&D Area is classified as Sonoran and Colorado Desert, and includes the agriculturally rich, Coachella, Imperial, and Palo Verde Valleys and several mountain ranges. Also included in the Area are the Joshua Tree National Monument and the Anza-Borrego Desert State Park. Annual rainfall is about three inches. Summer temperatures can be very hot reaching over 120 degrees Fahrenheit at times. Winters, on the other hand, are quite mild. The Area has considerable windstorm activity each year, which causes damage to unprotected soil and crops. Nevertheless, water quantity and quality are the main resource concerns of the Area residents. The Colorado River is the lifeblood of nearly 100% of the Area's agricultural production, and without Colorado River water virtually no human activity would occur in the Area.

## ***SOCIO-ECONOMIC INFORMATION***

The Area's main population and economic centers are Palm Springs, Palm Desert, Indio (Coachella Valley region), El Centro, Brawley, Calexico (Imperial Valley region), and Blythe (Palo Verde region). More than 30 additional rural towns and communities are scattered throughout the Area. The population of the entire Area is approximately 450,000. Sixty-five percent of the population is located in the Palm Springs metropolitan area, which occupies less than 10% of the Area. During the winter tourist season, Area population reaches more than 650,000 persons.

Tourism and related service industries have the largest economic impact on the Area, with an estimated value of more than \$3 billion annually. Tourism is a seasonal industry, occurring mainly from late fall to early spring, and is concentrated mainly in the northwest portion (Palm Springs area) of the RC&D Area. The majority of the Area remains rural, with outlying communities located many miles from the urban economic centers. Thus, for many Area residents, agriculture is the overall mainstay

industry. Area cattle, tree fruit, vegetable, and field crop production are valued at more than \$1.5 billion annually. As with tourism, agriculture jobs are largely seasonal occurring mainly from October to March, which intensifies Area unemployment challenges.

On average, 23% of those residing within the boundaries of the RC&D Area live in poverty. In the rural portions of the Area, up to 60% of the residents live at or below the poverty line. More than 40% of adults in Imperial County over age 25 have not completed high school (62% among Latinos). Unemployment in the rural portions of the Area can reach 25%, due in part to the seasonal nature of the major industries. Even though unemployment for the State of California is around 5%, unemployment in this border region of California is historically above 20%.

English and Spanish are the primary languages spoken in the Area. Fifty percent of the Area population is of Hispanic origin. There are eight American Indian Tribal Nations within the RC&D Area: The Cabazon, Agua Caliente, Twenty-Nine Palms, Augustine, Torres-Martinez, Quechan, Santa Rosa, and Colorado River Tribes.

The Colorado River is the most valuable natural resource in the Area. The river sustains life and agriculture in the Coachella, Imperial, and Palo Verde Valleys of Southern California and provides the water that supports the tourist industry.

## *SOUTHERN LOW DESERT RC&D*

### AREA PLAN

#### • **LAND CONSERVATION ELEMENT**

The purpose of which shall be to control erosion, and promote agricultural sustainability and resource protection.

1. Agriculture Sustainability.
  - a. Sound land management practices.
  - b. Salinity control programs.
  - c. Production of soil building crops.
  - d. Agriculture science curricula in Area schools.
2. Erosion Control
  - a. Reduce wind blown soil by use of best management practices for soil stabilization.
  - b. Educate the public about erosion protection.
  - c. Erosion workshops.
3. Farmland Preservation
  - a. Attract Sustainable Agriculture Industries to support Area crop production.
  - b. Develop new crops and marketing strategies.
  - c. Workshops on enhanced crop production.
4. Desert Conservation
  - a. Develop an integral resource plan for the Area.
  - b. Restoration or enhancement of damaged wildlife habitat areas.
  - c. Protection of native animal and plant species.

#### • **WATER MANAGEMENT ELEMENT**

The purpose of which is to promote the conservation, utilization, and quality of water. This includes irrigation and rural water supplies, the mitigation of floods, improvement of agricultural water management, and improvement of water quality through control of non-point sources of pollution. With few exceptions, Colorado River water is the only water source for the region. Because of this, water management and associated conservation activities have a direct impact on the quality and quantity of the Area's surface waters.

1. Water Conservation
  - a. Promote sound on-farm, urban, and environmental water management practices.
  - b. Support Agriculture, urban, and environmental water use education programs.
2. Irrigation, urban, and rural water supplies
  - a. Support efforts to protect the Area's water rights for use of Colorado River water.
  - b. Encourage participation in existing water conservation programs on federal, state, and private land.

3. Water Quality
  - a. Promote wise watershed management practices.
  - b. Encourage cultivation of “catch” crops that utilize residual nutrients left behind by previous crops.
  - c. Seek increased Environmental Quality Incentives Program (EQIP) funding to encourage sound water quality conservation practices.
  - d. Promote development of scientifically based water quality standards.
  - e. Support programs that promote beneficial water use.
4. Reclaimed Water Supplies  
Reclaimed water within the Area is utilized on golf courses in the Palm Springs area. Treated wastewater is expected to play an important role in meeting the Area’s future water requirements.
5. Protect life and property from consequences of flash flood waters from surrounding mountain washes during summer and winter thunderstorms.

• **COMMUNITY DEVELOPMENT ELEMENT**

The purpose of which is to develop natural resource based industries, protect rural industries from natural resource hazards, develop adequate waste disposal systems, improve recreation opportunities, improve the quality and quantity of housing in rural communities, provide adequate health and education facilities, and satisfy essential transportation and communication needs.

1. New Industries
  - a. Promote a concerted effort to coordinate information regarding industry related to the Area’s natural and economic resources.
  - b. Provide leadership to develop business incubators and industrial parks.
  - c. Identify and target new industries for recruitment to support the existing agricultural industries.
  - d. Investigate and encourage biomass generation opportunities.
2. Industrial Conservation
  - a. Promote use of desert tolerant vegetation.
  - b. Assist communities to find funding for the development and/or improvement of storm water drainage systems to prevent flooding.
3. Waste Disposal
  - a. Assist with the establishment of landfills for solid waste management for use by local communities.
  - b. Establish rural beautification programs designed to discourage roadside dumping and encourage use of available landfills.
4. Area Recreation
  - a. Promote recreational opportunities in the Area.
  - b. Work with existing federal, state, and tribal agencies and private industry to coordinate recreation development of lands within the Colorado River floodplain, the desert areas, the mountains, and the Salton Sea.

5. Housing
  - a. Work with Rural Housing Coalitions to provide decent and affordable housing in rural communities.
  - b. Work with USDA Rural Development to provide financial assistance for rural housing purchases by Area residents.
6. Health and Education
  - a. Promote local wellness through health and safety education programs.
  - b. Support the establishment of health care facilities in rural communities.
  - c. Support local colleges and promote higher education throughout the Area.
  - d. Develop an information program that promotes higher education, targeted for children as early as elementary school age.
7. Transportation and Communication
  - a. Seek ways to develop public and private partnerships to improve street designs and lighting.
  - b. Seek public and private ways to improve communication systems in rural areas; e.g., cell phone towers.

• **OTHER ELEMENTS**

Including energy resources, coalition building, regional promotion, emergency services, and international cooperation.

1. Energy

California's population is increasing. Along with growth comes an increased demand for energy to operate additional homes and businesses. With rising demand and fixed supplies, there are increasing energy costs. In this environment, Area residents need to be aware of conservation practices that can help them stabilize their energy costs.

  - a. Provide workshops to educate Area residents about energy conservation.
  - b. Provide education on the advantages of passive conservation practices such as planting trees and shrubs to shade the home or business.
2. Coalition Building
  - a. Work with Chambers of Commerce to promote prosperity throughout the Area.
  - b. Establish dialog and working relationships with Tribal Nations in the Area.
  - c. Work with Economic Partnership Organizations for Area betterment.
3. Regional Promotion
  - a. Coordinate and work with local media and industry to promote and attract tourists to desert recreation areas, mountains, and canyons.
  - b. Promote Agro-Tourism in the Area.
  - c. Develop programs where school-aged children visit local farms.
4. Emergency Services
  - a. Seek funding to meet emergency equipment needs in rural areas.
  - b. Work with public and private organizations to improve communications and other systems in order to reduce emergency response times.

5. International Cooperation

- a. Work to establish initiatives that increase goodwill across the US-Mexico border at national, regional, county, and city levels.
- b. Work cooperatively to address border issues such as housing, education, health, and immigration.
- c. Coordinate with Mexican agencies and producers to develop and institutionalize quality standards for agricultural products under the North American Free Trade Agreement (NAFTA); e.g. common, USDA-type inspection on agricultural products from the United States, Canada, and Mexico.
- d. Coordinate with Mexican authorities to generate leadership to educate drivers from Mexico on California highway safety requirements for commercially licensed vehicles.
- e. Help Mexico educate its citizens about the downside of illegal smuggling of humans across the desert – because, in too many cases, death is the end result.
- f. Promote recreational opportunities available north and south of the border.

**SOUTHERN LOW DESERT  
RESOURCE CONSERVATION AND DEVELOPMENT AREA  
CALIFORNIA**

**PURPOSE FOR CREATION**

**MISSION**

- Building and sustaining vibrant communities through a partnership of oneness.

**VISION**

- The Southern Low Desert RC&D Council serves as an advocate for local communities. We assist local citizens to identify, address and solve challenges to sustaining and improving quality of life in their own communities.

**ECONOMIC VISION**

Economic development in rural areas is the most critical factor driving the efforts of the Southern Low Desert RC&D Council. With unemployment in some parts of the Area as high as 25% and with stagnant growth in many rural communities, a grass-roots partnership organization is much needed. Residents in many communities have deep concerns about changing demographic patterns related to economic conditions. For example, some towns have many elderly retired residents and very few young adult residents, because the low level of economic activity in the Area provides few, if any, jobs.

The SLDRC&D Council is committed to improving the economic condition of the entire RC&D Area. The Council desires to be a driving force behind building and sustaining community growth within the RC&D Area. This can be done by bringing together existing government and private, profit and non-profit, United States and Mexican organizations, for the economic betterment of residents throughout the region – north and south of the border.

There are organizations and agencies that are concerned with the economic well being of the Area. But none like Resource Conservation and Development program. The SLDRC&D Council is very aware of the unique opportunities that the RD&C program has to offer. The most advantageous being local people solving local problems. The Council is eager to seek funding to implement projects that will improve the economic well being of the Area. The Council is eager to see rural communities in the Area appreciate in value, both economically and socially. The Council is eager to see more business and industry in the Area, offering employment opportunity to all residents, encouraging them to remain in their communities and becoming leaders.

The agricultural economy in the Area has been down in recent years. The SLDRC&D Council would like to build partnerships throughout the region that would work to improve markets for the Area's agricultural products. RC&D offers the

opportunity for farmers to be involved with improving their markets and offers them a chance to be part of their economic solution.

The Council would like to see more educational opportunities afforded to Area residents so that they would be equipped to build and sustain their communities. The Council is eager to support programs that afford higher educational opportunities to Area residents, especially those that encourage children at an early age.

#### ***RESOURCE VISION***

Water management is a key natural resource concern for residents living in the Area. With average rainfall of less than three inches per year, the precious water supply of the Colorado River is vital for the existence of life in the Area as we presently know it. Thus, all residents living in the SLDRC&D Area have an interest in this water resource. Government and private organizations share a concern to keep the Colorado River water flowing and in keeping it clean.

Water conservation and utilization is a concern for the SLDRC&D Council. The Council is committed to working hand in hand with the regional water authorities to promote wise watershed management practices. The Council would like to promote sound on-farm, urban and environmental water use practices. The vision of the SLDRC&D Council regarding our water resources is to promote water conservation throughout the Area.

#### ***COMMUNITY VISION***

Rural community development, including infrastructure items such as sewer, roads, lighting, phone service and the like, are a part of the Council's vision for the Area. The Council would like to see quality of life improved for residents throughout the Area. The Council envisions itself as the catalyst that encourages rural communities to rise up and overcome the challenges that face them developmentally.

The Council believes that the RC&D program, with its forty-year history, is what this Area needs to inspire and empower the local citizens to action.

The Council is eager to build partnerships to effect a change in infrastructure capabilities of the rural communities within the Area.

#### ***AGRICULTURE SUSTAINABILITY VISION***

Even though the Council would like to see new industries move into the Area, it still envisions a vibrant agricultural sector. The region is responsible for well over 70% of the nation's winter vegetable production, and agriculture is woven throughout the economy of the entire region. The Council realizes that many Area residents enjoy the rural lifestyle that this Area offers. Therefore, the Council is truly motivated about sustaining the agricultural industry in the Area, and working to improve the markets for the Area product. The Council wishes to use its close relationship with the United States Department of Agriculture (USDA), to promote conservation management practices that will reduce erosion, save water, build the soil, and lead to an overall sustained agricultural base.



**INTERNATIONAL ISSUES VISION**

Being located on the US-Mexico border, it becomes vital that SLDRC&D Area residents work at living in harmony with our neighbors to the south. Reciprocal traffic passes across the Calexico-Mexicali Border Crossing twenty-four hours a day and seven days per week. A second boarder crossing to the east of Calexico is open from 6:00 AM to 10:00 PM each day. The population of the City of Mexicali, Baja California, Mexico, is 1,000,000 people, as compared to 435,000 for the entire SLDRC&D Area. Therefore, economic and resource concerns across the border in Mexico automatically become economic and resource concerns for the Southern Low Desert Area residents.

With the passage of NAFTA came concerns about Mexican commercial vehicular traffic on Area roads. Concerns for vehicular safety, vehicle emissions, and California traffic law violations are among the major concerns of Area residents. The SLDRC&D Council would like to use the RC&D program as an opportunity to build international partnerships in order to promote regional transportation safety.

There is an international need to address issues that affect residents both north and south of the border regarding air and water pollution, healthcare, schools, drug trafficking, and illegal immigration.

The SLDRC&D Council is eager to function as a USDA-recognized RC&D Area. The Council wants to do its part to close the gap in RC&D coverage along the U.S.-Mexico border. The Council is looking forward to continuing its work with the US-Mexico Border Coalition of RC&Ds and to play a part in addressing some of the many economic, infrastructure, labor and natural resources issues facing residents on both sides of the US-Mexico Border.

There are many sub-issues that the SLDRC&D Council wishes to address. However, the five major issues discussed above provide the driving force behind the steering committee's effort to make this application for RC&D Program Assistance.

**SOUTHERN LOW DESERT  
RESOURCE CONSERVATION AND DEVELOPMENT AREA  
CALIFORNIA**

**COUNCIL GOALS AND OBJECTIVES**

Goals and objectives for the Southern Low Desert RC&D were identified and addressed through a public process. A Steering Committee was formed and held monthly meetings at various locations within the proposed Area over a period of twelve months. An outside facilitator was used to guide the group through the planning process. Representatives from various groups and partnering federal and local agencies contributed to the goals. Local water and utility providers, community organizations and private citizens also participated in meetings and helped to broaden the steering committees perspective.

An Area Strategic Plan was put together to address economic and social issues, resource protection issues, community development and interregional issues. All who attended had an opportunity to list and/or comment on issues that affect the entire RC&D Area.

***ECONOMIC AND SOCIAL DEVELOPMENT GOALS***

Economic, social, and cultural improvements are needed in the Area. Due to a lack of economic opportunity in many rural areas, many towns and Tribal reservations in Imperial, Riverside, and eastern San Diego County are economically depressed. The RC&D will strive to make a difference in the Area by:

- Supporting targeted industry efforts for job creation.
- Providing outreach to local Tribal nations to assist with economic and social issues.
- Providing leadership to stabilize and expand agriculture-related industries and to develop business incubators and industrial parks.
- Supporting Economic Development Agencies' efforts in seeking new industries to locate in the region.
- Conducting outreach campaigns to promote community involvement in RC&D activities.
- Promoting cultural events in our communities.
- Maintaining a job bank and sponsoring job fairs to promote employment in local communities.
- Supporting local colleges and promoting higher education.
- Working with community leader in education to establish a vocational training school, perhaps a virtual college.
- Publishing college schedules, promoting college recruitment, and publicizing college scholarships.

- Promoting development of affordable housing in communities where it is needed.
- Coordinating with USDA Rural Development to help qualified applicants be served.
- Promoting the regional agriculture industry.

### ***RESOURCE PROTECTION GOALS***

A number of opportunities exist for natural resource protection activities in the Southern Low Desert Area. Chief among them is water management. The RC&D Council will endeavor to protect the Area's water and other natural resources by:

- Promoting wise watershed management practices throughout the Area and region.
- Promoting water management plans that provide value to local farms and communities.
- Supporting agricultural, urban, and environmental water use education programs.
- Promoting water uses that both support economic growth and afford adequate environmental protection within the RC&D Area.
- Supporting sound land management practices, including salinity control programs and practices such as good tillage that reduce soil erosion.
- Developing a coordinated Area Resources Management Plan.
- Identifying opportunities and mechanisms to implement projects and programs that address air quality management concerns.
- Promoting best management practices for preserving or enhancing existing plant and animal habitat and for restoring lost habitat, where feasible.
- Encouraging development of alternative energy sources.

### ***COMMUNITY DEVELOPMENT GOALS***

Infrastructure systems in some communities within the RC&D Area are in a condition of disrepair and could benefit from a modernization upgrade. The RC&D Council will assist in a coordinated effort to improve the infrastructure of urban and rural communities within the RC&D Area, as well as promote community beautification in the Area. Our goals are:

- Work with county, state, and federal agencies to identify funding sources for potable water, sewer, roads, and lighting.
- Assist communities to locate funds for improved storm water drainage.
- Encourage Desert Landscaping in communities throughout the Area.
- Develop a program to clean up vacant lots in our desert communities.

## ***INTERNATIONAL AND INTERREGIONAL GOALS***

The Council has set goals to address interregional issues that will affect both the RC&D Area to the north and Mexico to the south. The Council is committed to extending a hand of cooperation south of the border to address issues that affect the region as a whole. These goals include:

- Promoting the health and safety of the regions residents.
- Supporting agricultural health and safety standards for items entering the US from Mexico.
- Addressing issues such as housing, education, health, and immigration.
- Reviewing *“Border Issues 2000,”* and promoting the adoption of initiatives not yet implemented.
- Establishing initiatives to promote goodwill across the border– among city, county, regional, and national agencies.
- Promoting national and international tourism of the Area.
- Supporting programs to improve sanitation facilities in the major Mexican port City of Mexicali.
- Bridging cultural gaps.

## ***EDUCATION AND OUTREACH GOALS***

The RC&D Area Council is dedicated to education. Embedded within the Area Plan are goals that strive to meet the objectives of increased educational opportunity in the Area. The Council's goal is to assist in the development and implementation of education and training programs. The Council plans to work with community leaders to establish vocational training schools and programs to promote higher education in the Area. Outreach programs will also be developed to reach under-served residents of the Area. The RC&D Council realizes that there are many Native American tribes in the Area and is soliciting participation of tribes in RC&D activities.

**SOUTHERN LOW DESERT  
RESOURCE CONSERVATION AND DEVELOPMENT AREA  
CALIFORNIA**

**COMMUNITY PLANNING AND ORGANIZATION**

The Southern Low Desert RC&D Council is an organization that gives residents in the rural areas of Imperial, Riverside, and San Diego County, a chance to be involved with improving their communities. The Council is governed by its voting membership, and has provisions to elect up to fifteen officers from its membership, who in turn are responsible for the executive decisions of the council.

In addition to the above, the Officers are responsible for tasks described in the Bylaws, in accordance with the wishes of the full Council.

Currently, the council is directed by the Steering Committee. After approval and adoption of the Bylaws, the Steering Committee will continue providing direction until the RC&D Council membership and officers are elected and assume leadership in January 2002.

**ORGANIZED COMMUNITY GROUP**

***HISTORICAL INFORMATION***

In September 2000, the South Coast Resource Conservation and Development Council and the Natural Resources Conservation Service (NRCS) announced and held a public information meeting for people living and working in the Southern Low Desert Area to introduce them to the RC&D program. Many representatives from various community groups and organizations attended the information meeting including: Resource Conservation Districts, water suppliers and irrigation districts, state resource agencies, USDA agencies, local resource agencies, and interested residents. The program was introduced in Indio, CA, and a second public meeting was held a week later in El Centro, CA.

Those in attendance caught the vision of the RC&D program and agreed to meet again. After a few meetings, the SLDRC&D Steering Committee was formed and began working on an Area Plan.

One year and several meetings after being introduced to the program, the Steering Committee, with public input, had developed an Area Plan and Bylaws, and was preparing to submit their application to the Secretary of Agriculture to be recognized as the Southern Low Desert Resource Conservation and Development Council.

***OPERATION, PURPOSE AND STAFFING ETC...***

The SLDRC&D Council will be directed by its entire membership, and will have 5 to 15 Executive Officers of the Council. The role of the council will be to set policy, develop annual operating plans, seek funding, and establish any needed committees.

The committees will execute matters and issues in ways that the full Council determines to empower them. The Council will establish priorities and actions at their meetings in accordance with the SLDRC&D Bylaws.

The Steering Committee, with assistance from NRCS, worked to include residents who have been historically under-represented and under-served. The Council will incorporate an outreach program into the community education component of the Area plan, and endeavor to reach the under-served and those who are under-represented at the RC&D table.

## SPONSORS

### **SPONSORS**

- Bard Resource Conservation District
- Coachella Valley Resource Conservation District
- Palo Verde Resource Conservation District
- Resource Conservation District of Greater San Diego County
- Salton Community Services District
- Imperial Valley Resource Conservation District
- Gertrude Grace Foundation
- Tom Burgin Real Estate, Incorporated
- Imperial Valley Research Center

## COUNCIL OFFICERS / BOARD OF DIRECTORS (Acting)

(The SLDRC&D Council is directed by its full Council membership)

<b>President elect:</b>	Tom Burgin,	Tom Burgin Real Estate, Inc.
<b>First Vice President:</b>	Bruce Rucker,	Coachella Valley RCD
<b>Second Vice President:</b>	John R. Kershaw,	Imperial Valley Research Center
<b>Secretary:</b>	Anisa Divine,	Imperial Valley RCD
<b>Chief Financial Officer:</b>	Shirley Palmer,	Gertrude Grace Foundation

### **ACTIVITIES UNDERWAY**

The Southern Low Desert RC&D Steering Committee, through a public process, has completed its draft Area Plan and is in the process of continuing to build partnerships as well as gain sponsors and supporters for what is expected to be the newly formed RC&D.

The Steering Committee has partnered with, and signed on as a member of, the U.S.-Mexico Border Coalition of RC&D Councils. SLDRC&D participated in the Coalition's first meeting by sending two representatives to the organizational meeting in El Paso, TX in May of 2001. The SLDRC&D representatives took an active role in the development of the Coalition's Mission and Vision statements. The SLDRC&D Council is committed to a continued collaboration with the US-Mexico Border Coalition as it works to be "the partnership for creative solutions on the southwest border." The SLDRC&D Council wishes to join forces with the Coalition in its Mission

to: "Maximize bi-national partnerships by sharing expertise and information to address human and resource issues."

Also, we have contacted local economic development agencies and are beginning to communicate about the regional objectives that our programs can accomplish together.

The RC&D Council will be working with the Gertrude Grace Foundation to assist with development of a program to clean up vacant desert community lots and to begin a desert beautification program.

### ***LEVELS OF SUPPORT***

Support from the USDA Natural Resources Conservation Service (NRCS) California State Office has been great. The State Office provided the commitment to assist the Steering Committee through the development of our Resource Conservation and Development application. The NRCS Area Office and five field offices provided tremendous technical assistance throughout the existence of the Steering Committee, especially during the development of our Area Plan and RC&D application. The staff generated data necessary to complete the application and provided guidance regarding proper procedures as established in the RC&D Manual. Additional NRCS assistance has been provided through neighboring RC&D coordinators. The California Association of Resource Conservation and Development Councils has also provided expertise and guidance along the way. The USDA Rural Development Area Office provided demographic information and advised the Steering Committee regarding the nature of future assistance that would be provided.

### ***COMMUNITY REPRESENTATIVES***

The Southern Low Desert Draft Area Plan was developed through a public process, guided by a Steering Committee which had representatives from each sub-region of the Area. The committee was made up of citizens from 12 Area communities, with populations ranging from 250 to nearly 50,000. Twelve public meetings were held during the development of the Area Plan. Efforts to reach the historically under-served were made using public service announcements, radio spots, and media advisories. Also, the committee members endeavored to reach community leaders in under-served areas. The RC&D Council will continue to reach out to under-served communities in the Area as provided for in the many goals in the Area Plan that are designed to address the issues and concerns that face these communities.

**SOUTHERN LOW DESERT  
RESOURCE CONSERVATION AND DEVELOPMENT AREA  
CALIFORNIA**

**RC&D AREA ACITIVITY REPORT**

***COUNCIL ACTIVITIES DURING THE PAST YEAR***



- ✓ 12 meetings were held.
- ➡ How many executive committee (Board) meetings were held?
  - ✓ At present, the Council does not have an executive council (Board of Directors).
- ➡ How many resource committees have been formed?
  - ✓ Four resource committees have been formed.
- ➡ Did the resource committees hold any meetings? If so, how many meetings were held?
  - ✓ Yes, a total of 12 resource committee meetings were held.

***PROJECT ACTIVITY***

- ➡ How many projects are recorded in your RC&D database?
  - ✓ None.
- ➡ How many projects were adopted during the past fiscal year?
  - ✓ One, The US-Mexico Border Coalition of RC&Ds
- ➡ How many projects were completed during the past fiscal year?
  - ✓ None.
- ➡ What was the Council's role in each of these projects?
  - ✓ The Council's role was to partner with the US-Mexico Border Coalition of RC&Ds and send two representatives to their El Paso, TX meeting to participate in workshop and planning sessions on border issues. We also assisted in development of the Coalition's Mission and Vision statements .

***INTERAGENCY COOPERATION***

- ➡ Were other agencies involved in the Area Plan preparation?
  - ✓ Yes.
- ➡ How many State and Federal agencies other than NRCS?
  - ✓ Five
    - State
      - CA State Parks Agency
      - University of California
      - Water Quality Control Board
      - Salton Sea Authority
    - Federal
      - USDA Rural Development



- What other (but not in the database) activities were agencies involved in with the Council in the past fiscal year?
  - ✓ None, the past year has been spent on organization.

### ***INCORPORATED STATUS***

- Is the Council incorporated?
  - ✓ No, but incorporation is underway.
- If not, is an application being prepared?
  - ✓ Yes.
- Has an application been submitted?
  - ✓ No.
- Is this status pending?
  - ✓ Yes.

### ***NONPROFIT STATUS***

- Does the Council have nonprofit status?
  - ✓ Not as of this application.
- If not, is an application being prepared?
  - ✓ Yes.